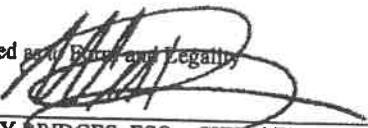


# RESOLUTION

No. 23-586

Approved and Executed Legally

  
WESLEY BRIDGES, ESQ., CITY ATTORNEY

Date of Adoption

DFC 21 2023

Factual content certified by

  
MARIA RICHARDSON, DIRECTOR OF RECREATION  
NATURAL RESOURCES AND CULTURE

Councilman/woman

  
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 TO FRENCH AND PARRELLO ASSOCIATES, FOR PROFESSIONAL  
SERVICES FOR COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING  
AND CONSTRUCTION OF MLK BOULEVARD BETWEEN PENNINGTON AVENUE AND CALHOUN STREET  
AND BRUNSWICK AVENUE IN AN AMOUNT NOT TO EXCEED \$517,716.99 FOR A PERIOD OF ONE YEAR  
FROM TIME OF AWARD - RFP2023-19**

WHEREAS, the City has a need for Professional Services for Green Streets Planning, Placemaking, Design, Engineering, and Construction of MLK Boulevard Between Pennington Avenue and Calhoun Street and Brunswick Avenue for a period of one (1) year from date of award for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised and one (1) proposal was received on May 17, 2023 at 11:00am by the Purchasing Agent and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of French and Parello Associates, 1800 route 34. - Suite 101, Wall Township, NJ 07719 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$517,716.99 is available in the following grant account number: T-19-23-55-5501-290. This contract shall be awarded from for a period of one (1) year from time of award.

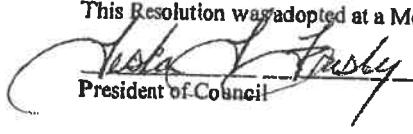
**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

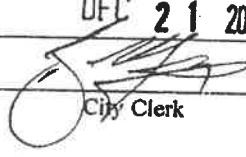
1. The Mayor is hereby authorized to enter into a contract with French and Parello Associates, 1800 route 34. - Suite 101, Wall Township, NJ 07719 in an amount not to exceed \$517,716.99 for Professional Services Green Streets Planning, Placemaking, Design, Engineering, and Construction of MLK Boulevard Between Pennington Avenue and Calhoun Street and Brunswick Avenue, for the City of Trenton, Department of Housing and Economic Development
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:	Figueroa K. Kettensburg				Gonzalez				SECOND: Williams			
	Aye	Nay	Abstain	Absent	Aye	Nay	Abstain	Absent	Aye	Nay	Abstain	Absent
EDWARDS	✓				✓				✓			
FELICIANO	✓				✓				✓			
FIGUEROA KETTENBURG	✓				✓				✓			

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

DFC 21 2023

  
President of Council

  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2023-19**

**RESOLUTION # 23-586**

**PROFESSIONAL SERVICES FOR COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING AND CONSTRUCTION OF MLK BOULEVARD PENNINGTON AVENUE AND CALHOUN STREET AND BRUNSWICK AVENUE AWARDED TO FRENCH AND PARELLO ASSOCIATES**

This contract is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD). All federal CDBG requirements will apply to the contract. MBE/WBE firm or individuals and DBE firms or individuals are highly encouraged to apply.

**THIS CONTRACT** made this 22<sup>ND</sup> day of DECEMBER 2023 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 PARELLO ASSOCIATES, 1800 ROUTE 34 – SUITE 101, WALL TOWNSHIP, NEW JERSEY 07719** (CONTRACTOR").

**WHEREAS**, the City has a need to provide **PROFESSIONAL SERVICES TO COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING AND CONSTRUCTION OF MLK BOULEVARD PENNINGTON AVENUE AND CALHOUN STREET AND BRUNSWICK AVENUE** for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

**TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING AND CONSTRUCTION OF MLK BOULEVARD PENNINGTON AVENUE AND CALHOUN STREET AND BRUNSWICK AVENUE** 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:

**TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING AND CONSTRUCTION OF MLK BOULEVARD PENNINGTON AVENUE AND CALHOUN STREET AND BRUNSWICK AVENUE** for the City agrees to retain **FRENCH AND PARELLO ASSOCIATES, 800 ROUTE 34 – SUITE 101, WALL TOWNSHIP, NJ 07719** ("the request of and under the general supervision of the City of Trenton, Department of 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 **\$517,716.99**.

**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 #23-586** 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 Health and Human Services, Division of Trenton Humane Law Enforcement and Animal Services.
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:**

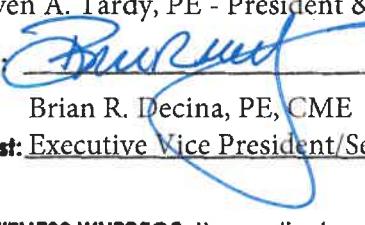
- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action 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 PARELLO ASSOCIATES,  
1800 ROUTE 34 – SUITE 101  
WALL TOWNSHIP, NEW JERSEY 07719

Steven A. Tardy, PE - President & CEO

Seal: 

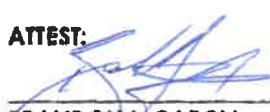
Brian R. Decina, PE, CME  
Attest: Executive Vice President/Secretary

3/19/2024

DATE

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

4/9/2024

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

4.3.24

**CITY OF TRENTON**  
**FEDERAL CONTRACT PROVISIONS CERTIFICATION FORM**  
**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-**  
**APPENDIX II TO 2 CFR PART 200**

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance"), and the State of New Jersey. All Contractors submitting proposals must complete this Certification Form regarding Contractor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Contractor should certify Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the City of Trenton will consider and may list the Contractor's response as "NO," the Contractor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of LISD to purchase from the Contractor using federal funds.

The following provisions are required and apply when federal funds are expended by the City of Trenton for any contract resulting from this procurement process.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by the City of Trenton, City of Trenton reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Contractor agree? YES A.L. Initials of Authorized Representative of Contractor

**(B) Termination for cause and convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by the City of Trenton, City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

The City also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City of Trenton. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other Contractors when it is in the best interest of the City.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal funds are expended by the City of Trenton on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Contractor agree to abide by the above? YES AT Initials of Authorized Representative of Contractor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule(D) above, when federal funds are expended by the City of Trenton, during the term of an award for all contracts and subgrants for construction or repair, the Contractor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by the City of Trenton, the Contractor certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement." The recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the City of Trenton, the Contractor certifies that during the term of an award for all contracts by City of Trenton resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the City of Trenton the Contractor certifies that during the term of an award for all contracts by the City of Trenton resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the City of Trenton, the Contractor certifies that during the term of an award for all contracts by the City resulting from this

procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the City of Trenton, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or Cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the City of Trenton the certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333

When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

#### CERTIFICATION OF COMPLIANCE WITH EPA

#### REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the City of Trenton for any contract resulting from this procurement process in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

#### CIVIL RIGHTS / DISCRIMINATION:

When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor certifies that the Contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Does Contractor agree? YES AT Initials of Authorized Representative of Contractor

#### SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS.

Necessary affirmative steps to procure from minority firms, women's business enterprises, and labor surplus area firms whenever possible.

Does Contractor agree? YES X Initials of Authorized Representative of Contractor

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name/Company

Name: French & Parrello Associates, PA

Address, City, State and Zip code: 1800 Route 34, Suite 101

Phone Number: 732-312-9800 Fax Number: 732-312-9801  
Steven A. Tardy, PE

Printed Name and Title of Authorized Representative: President & CEO

Email Address: Steven.Tardy@fpaengineers.com

Signature of Authorized Representative: St. T. S.

Date: 3/19/2024

#### **FEDERAL COMPLIANCE NOTICE TO BIDDERS**

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Housing and Economic Development. All federal CDBG requirements including Davis Bacon, Prevailing Wages and Section 3 will apply to the contract.

Bidders must conduct and document all outreach to MBE/WBE and Section 3 Businesses in the Service Area during the procurement process for all contracts. Section 3 applies to contracts over \$100,000.

**The MBE/WBE/SECTION 3 CONTACT SOLICITATION AND COMMITMENT STATEMENT** must be completed and submitted with the Bid.

Failure to submit the completed form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE/Section 3 subcontractors and material providers in the area, the form must so indicate. Otherwise, attempts to contact MBE/WBE/Section 3 subcontractors and material providers must be documented and submitted with the bid.

**Emerging Small Business Enterprise (ESBE)**

The NJDOT ESBE Directory is the only recognized directory of certified ESBE firms in the State of New Jersey.

<https://njdot.dbesystem.com/frontend/searchcertifieddirectory.asp?>

**Small Business Enterprise (SBE)**

New Jersey Selective Assistance Vendor Information (NJSAVI) is a database that identifies businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.[https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

**CONTRACT AWARD**

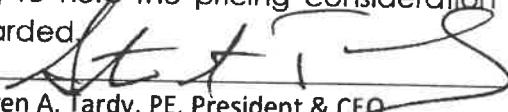
Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

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

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

**AUTHORIZED SIGNATURE**

Steven A. Tardy, PE, President &amp; CEO



RFP2023-19 COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN, ENGINEERING, AND RECONSTRUCTION OF  
MLK JR. BOULEVARD BETWEEN PENNINGTON AVENUE AND CALHOUN STREET AND RECONSTRUCTION OF SOUTHARD STREET  
BETWEEN CALHOUN STREET AND BRUNSWICK AVENUE (CBDG FUNDED PROJECT) IN THE CITY OF TRENTON - PROPOSAL  
OPENING DATE 5/17/2023 AT 11:00AM

**CITY OF TRENTON  
DEPARTMENT OF RECREATION, NATURAL RESOURCES AND CULTURE  
REQUEST FOR PROPOSALS  
FOR THE  
COMPLETE AND GREEN STREETS PLANNING, PLACEMAKING, DESIGN,  
ENGINEERING, AND RECONSTRUCTION OF MLK JR. BOULEVARD BETWEEN  
PENNINGTON AVENUE AND CALHOUN STREET AND RECONSTRUCTION OF  
SOUTHARD STREET BETWEEN CALHOUN STREET AND BRUNSWICK AVENUE (CBDG  
FUNDED PROJECT) IN THE CITY OF TRENTON**

## **1.0 PURPOSE**

The City of Trenton is soliciting proposals from qualified firms interested in providing planning, design, engineering, and construction oversight services for the Martin Luther King Jr. Boulevard / Southard Street Complete and Green Streets project as Project Manager. This project is considered a pilot complete streets implementation project for the City of Trenton. As a Request for Proposal (RFP), this is not an invitation to bid, and although the price is significant, other factors will be considered.

The project is part of the City's FY 2022 CDBG Roadway Improvement Project Contract. The City's FY 2022 CDBG Contract program calls for total reconstruction of Martin Luther King Jr. Boulevard between Pennington Avenue and Calhoun Street (approximately one mile in length) and along Southard Street between Calhoun and Brunswick Avenue.

## **2.0 PROJECT GOALS**

The goals of the Martin Luther King Jr. Boulevard / Southard Street Complete Streets pilot project are to:

1. Ensure safety for all persons walking, riding bicycles, riding transit, or driving, consistent with the City of Trenton Complete Streets Design Handbook.
2. Support the economic and cultural vitality of the North Trenton neighborhood consistent with the goals of the North Trenton/Battle Monument CHOICE Neighborhood Plan
3. Incorporate placemaking attributes envisioned by the community.
4. Model and document of a refined process for implementing the Complete Streets Design Handbook and Ordinance 22-22 Complete and Green Streets that can be replicated for future projects by the city.

### 3.0 POTENTIAL PROJECT IMPROVEMENTS

To meet the project goals of ensuring transportation safety, improving transit operations, and supporting the neighborhood's economic and cultural vitality, the following design elements will be considered in developing street design alternatives:

- The design considerations for the 'Neighborhood Mixed Use' typology and the 'Complete Streets Checklist' of the Trenton Complete Streets Design Handbook will be taken into account.
- Placemaking and Streetscape improvements (e.g., street lighting, landscape planting, public art, parklets, bicycle parking corrals, **district** signage, gateway signage, interpretative signage, historic elements, etc.) will also be taken into account.
- Traffic signal improvements (e.g., accessible signals and pushbuttons, transit signal priority, queuejump signal, signal coordination, elimination of permissive left turns, leading pedestrian intervals, pedestrian "all green" phases, protected bicycle phases, and other signal timing/phasing by modal priority, etc.)

Potential improvements to be included for each segment in the project area may differ based on right-of-way width, functional characteristics, modal priority, placemaking, and project goals. The project intends to construct permanent improvements in the project area.

### 4.0 SCOPE OF WORK

The Project Manager will be expected to conduct a Road Safety Audit with the community, develop a complete and green street design that incorporates placemaking, prepare demolition and construction plans, prepare a project manual for bidding, perform construction oversight, and administer contracts.

The services to be provided include a Road Safety Audit for all users, surveying the existing roadway, curbs, and sidewalk area and locations of all buildings fronting on each side of the street, as well as locating all underground and above-ground utilities. Review all existing plans on file in the Traffic Engineering Office of the City of Trenton and prepare Existing Condition Report of the roadway, curbs, and sidewalk area, preparing a topographic survey of the above areas, including top of the curb, gutters, centerline of roadway and sidewalk, sidewalk elevations and spot shots,

elevations of all utility manholes and valve covers. All the above information will be plotted within the Report and Profile at a scale appropriate for the project but no less than 1" = 20' from the as-built information. Design plans shall take into account the Road Safety Audit, Accessibility, Traffic Flow, Sustainability, and Placemaking, based on the existing conditions, analyses, and community engagement. Final Design, Demolition, and Construction plans shall be prepared, which will show the items to be removed and the items to be reconstructed, including the new centerline profile, the top of the curb, and sidewalk elevations. The plan set shall be of such detail that it can be used for Public Bidding for requested construction improvements. Application and plans for the Soil Erosion Sediment Control Certification shall be prepared and submitted to the County.

The Contract also includes the preparation of a Project Manual containing the instruction to Bidders, the Form of Proposal, the Standard General Conditions, the Complete and Green Street proposed checklist, any Supplemental Conditions, Prevailing Wage Rate Determination, and the Supplementary Specifications for State Aid Projects.

The project is being funded by an allotment from the City's CDBG program; however, the successful Project Manager will be encouraged to administer the project in accordance with the NJDOT Trust Fund Authority Act State Aid Handbook for "Procedures for State Aid to Counties and Municipalities". This includes a review of Bids received, a recommendation to the City of Trenton on the Contract Award, preparation of the Bid Tabulation Sheet of Bids received, and a review of the Contractor's Monthly Estimates. Periodic inspection of the work to certify the items of completion and resolution of any matters that may arise during construction. Daily inspection of the Contractor's work will be performed by the city with assistance from the Project Manager. The plans, specifications, and related documents must be prepared in accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq. and the NJDOT Standard Specifications for Road and Bridge Construction, latest Edition.

In completing the safety audit and the mobility and placemaking study for MLK Blvd/Southard Street, the selected firm should focus on increasing pedestrian and cyclist safety, providing access for all users, improving traffic flow and circulation, activating public spaces, and increasing sustainability. The consultant should also perform comprehensive public engagement and establish community-supported goals and strategies for achieving them. The consultant shall implement the protocols established

by Ordinance 22-22, Complete and Green Streets, including utilization of the Complete and Green Streets Design Handbook. Within these goals, the consultant should consider the following questions and tasks.

#### **PEDESTRIAN + CYCLIST SAFETY**

- Analyze intersection + crosswalk safety.
- Identify ways to prioritize pedestrians.
- Identify opportunities to enhance bicycle safety.
- Consider placement + future implementation of micro-mobility.
- Improve pedestrian and bicycle access to and from downtown and connecting trails.

#### **ACCESSIBILITY**

- Meet and exceed ADA compliance.
- Prioritize accessibility for all ages, mode choice, and abilities.
- Identify opportunities to increase neighborhood connectivity.

#### **TRAFFIC FLOW**

- Study traffic + parking flow
- Consider a prioritized approach to provide driver information and reduce driver distraction.
- Analyze arterials feeding into the CHOICE neighborhood.

#### **SUSTAINABILITY**

- Move toward low-maintenance, sustainable streetscape elements.
- Identify opportunities for sustainable design practices and green infrastructure.
- Provide a range of options at various cost levels.

#### **PLACEMAKING**

- Streets as Places: appropriate speeds, cartway, road diets, bike/ped access. Consider how best to implement streetscape improvements.
- Plan for desired outcomes of the community
- MLK/Southard intersection: Important to consider a wide range of activities, recognizing the needs of people of different ages, abilities, gender, sexuality, and religion, different times of day, weeks, and years, and for people alone and in groups.
- Utilize seasonal strategies with design, like holiday markets, parades, and recreational activities, to activate the street during all times of the year.

- Automobile traffic cannot dominate the space and preclude the comfort of other modes.
- Shared street space to communicate that no one mode of transportation dominates.
- Creating a positive image, a sense of identity, showcasing assets and history, and a visual sense of place, highlighting the following priorities expressed by residents:
  - Honoring the legacy of Dr. Martin Luther King Jr. and
  - Displaying the Revolutionary War history in this corridor
- Determine wayfinding to transit, parking, and amenities.
- Determine design standards + branding.
- Consider the most efficient and effective uses of the public right-of-way.
- Identify ways to activate public spaces through sidewalk cafes, public space programming, and design improvements.
- Develop a maintenance plan for all design elements to ensure that the design elements are sustainable.
- Ensure city code and regulations are updated to support the desired final design.

Contract work is expected to commence in Summer 2023 for an anticipated twenty-four (24) month period. The project timeline and critical dates are as follows:

### **Design & Public Engagement**

July 2023	Project Kickoff
July 2023 to September 2023	Field Survey/Base Map Preparation, Data Collection & Analysis / Road Safety Audit; Initiate stakeholder and public engagement
September 2023 to December 2023	Develop and present design alternatives – Taking into account results from the Community Placemaking project
December 2023 to February 2024	Refine and present preferred alternatives; Finalize alternatives and any environmental analysis

	and complete concept design (10% PS&E)
March 2024	Refine design/construction plans to 35% PS&E
April 2024	Refine design/constr. plans to 65% PS&E
May 2024	Refine design/constr. plans to 95% PS&E
June 2024	Refine and finalize design/constr. plans through 100% PS&E, develop bid documents
July 2024	Advertise for construction bids/bid tabulation and bid administration

### **Construction**

- Contract Administration, Construction Inspection and Management

The scope of services solicited under this RFP will include the following tasks:

A. **Kick-off Meeting and Project Management Approach:** The Consultant will meet with key staff to discuss the goals of the project, agree on communications protocols and recurring meeting schedules, and project management, quality control/quality assurance, and deliverable review expectations, as well as other relevant topics. Before the initiation of each key task in this scope of work, the consultant will be required to submit and receive approval of a memo to the City describing their approach to that task. At a minimum, the kick-off meeting will address the following expectations, requirements, and memos to be submitted.

- Project Management Memo: conveys the consultant's project management approach consistent with City expectations and establishes the consultant's project management responsibilities. This plan will confirm the roles and responsibilities of team members from the Proposer's Staffing Plan, clarify the team structure, identify the consultant's single point of contact as the project manager, define the team's QA/QC procedures, and address the process for managing changes to scope, schedule, cost, and quality for the duration of the project.

- Field survey/Base mapping, data analysis, technical studies, and alternatives analysis communicates the consultant's approach to analyzing the collected data, identifying design alternatives, and analyzing the proposed design alternatives. This memo shall specify methods of data analysis, technical studies and the specific approach to those studies, and the data-driven criteria by which alternatives will be identified and analyzed to develop preferred alternatives.

Data Collection/Road Safety Audit Memo: communicates the consultant's proposed approach to data collection and road safety audit. This memo shall contain a proposed list of all data to be collected, including sources and methods and the methodology of the road safety audit.

Public Engagement Memo: communicates the consultant's proposed approach to public engagement. This memo shall contain a draft schedule of public events, objectives, and activities for the purpose of gathering input on the project, as well as a list of prospective stakeholders and groups to be engaged. Methods of outreach (meetings, surveys, online, etc.) shall be specified. More details regarding public engagement can be found in Section III.

Environmental (NEPA) Memo communicates the consultant's proposed approach to completing the required environmental clearance for the project. This memo shall communicate the consultant's proposed approach(es) to completing environmental clearance, including specific state and federal statutes to be cited, forms, reports, and studies to be completed.

- Basis of Design Memo: summarizes the expectations for and approach to each design submittal and establishes a basis for key technical issues such as approaches to utility locating, field investigation, topographic survey, grading and drainage, roadway geometry, and vehicle turning analyses, pavement design, utility design, landscaping, signage and striping, signal design, and lighting. This would include recommended design details and an applicable checklist from the City's Complete Streets Design Handbook and recommendations from the Community Placemaking project. An initial Basis of Design Memo addressing issues relevant to the conceptual design phase shall be submitted before initiating the preparation of conceptual design documents (10% PS&E). The second Basis of Design Memo addressing design issues at a deeper level of detail and technical specificity shall be submitted prior to beginning the Detailed Engineering Design phase. The consultant will be the engineer of record and is responsible for providing quality control on all

design and engineering deliverables prior to sending them to the City. As such, the City's review of the consultant's deliverables is considered a courtesy, and the consultant should not expect that City staff will perform a detailed engineering review.

**B. Document Review, Data Collection and Field Survey / Road Safety Audit: This task will include the following sub-tasks:**

- Document existing conditions.
- Review prior concept plans and applicable City plans and policies and other relevant documents, such as Trenton250 Master Plan's Circulation Element, North Trenton – Battle Monument Plan, Trenton Complete Streets Implementation Handbook, City Planning Institute Safe Route to MLK Park, etc.
- Review record drawings and other documentation of existing conditions, especially related to potential utility conflicts.
- Collect data necessary to complete required reports for applicable National Environmental Policy Act (NEPA) analysis, documentation, and compliance.
- Conduct topographic and utility surveys; perform right of way/parcel boundary research; assess pavement condition and quality (e.g., Pavement Condition Index, etc.) to gather necessary data for design development (if deemed necessary);
- Collect relevant data for multi-modal safety, traffic circulation, freight and loading operations, parking, transit operations, and economic vitality indicators.
- Field visits and conduct an audit of multi-modal safety, safety concerns, traffic circulation, freight and loading operations, parking, access to transit, transit operations existing conditions including transit reliability, and economic vitality indicators; audit should be carried out using FHWA's Pedestrian and Bicyclist Road Safety Audit.

- Collect all existing conditions data at a sufficient level of detail and consistency to depict "before" conditions for the purpose of completing before and after project studies.
- Identify and prioritize safety issues and make suggestions for reducing the degree of safety risks; and
- Present audit findings and succinctly summarize them into a technical memo outlining what actions and corrective measures will be taken to incorporate into the project area and why some suggestions will not be implemented.
- Prepare survey/base map of the existing roadway, curbs, sidewalk and grass areas, buildings, trees, all underground and above ground utilities, topography, signs, amenities, etc. necessary to accurately reflect the rights-of-way and delineate the proposed areas of disturbance. Include a topographic survey of areas only as necessary to address the scope described herein and to correct conditions determined by the firm by field investigation. The survey shall consist of but not be limited to the top of the curb, gutter, roadway centerline, sidewalks, utilities, castings, etc.) Filed surveys shall be prepared, signed, and sealed by a New Jersey Professional Land Survey (P.L.S.) at a scale appropriate for the project and not smaller than 1"=20'.

C. Stakeholder Groups: The Consultant, in partnership with City staff, will assist in convening and managing two (2) overlapping groups of stakeholders with a particular interest in the project. Members of both groups will participate in the conceptual design of the project. Only members of the institutional stakeholder group will participate in detailed engineering design. The City anticipates a total of twelve (12) stakeholder meetings.

- Public Stakeholder Group (3 meetings): consisting of

Donnelly Homes/CHOICE Neighborhood Residents; and other representatives of groups to be identified representing the public interest.

- Institutional Stakeholder Group (3 meetings): Safe Streets for All Committee, Trenton Public Schools, Capital Health Medical Center, and Trenton Housing Authority
- In addition to these six (6) stakeholders group meetings, the City anticipates up to six (6) additional meetings to be scheduled as needed for the purpose of collecting input or addressing the specific concerns of particular stakeholders.
- In consideration of the potential need for ongoing social distancing, the Consultant should propose how to conduct all meetings remotely while considering the “digital divide” and maintaining equitable access for all Trenton community members.

**D. Community Outreach and Public Engagement:** The Consultant, in partnership with City staff, will assist in informing and soliciting input from members of the Trenton community, including, but not limited to, selected City directors, the Trenton City Council, students, adjacent property owners, merchants, customers, residents, transit riders, and youth, mobility-impaired people, people of no or low-income, people of color, and people with lower English proficiency who are often not represented in the outreach events/activities. With input from the city, the consultant team should reach out to key community-based organizations beyond those listed in the public stakeholder group list above. Public input will be sought at key points in the conceptual design process, particularly when design alternatives are identified and when preferred alternatives are presented. At a minimum, the city anticipates the following public engagement activities:

- One (1) public survey administered online.
- One (1) intercept survey of transit riders and business customers
- An ongoing project webpage

- Two (2) Public Open House meetings, each with the general public
- Two (2) Department of Public Works meetings
- One (1) City Council meeting requiring consultant support.

All public meetings should be provided in an accessible format and include translation and interpretation services. Public meetings and other engagement methods should be publicized using a variety of channels, including the City of Trenton's website. The first Open House and Public Works meetings would present design alternatives, followed by the presentation of preferred design alternatives at the second set of meetings. The City Council meeting would be to approve the preferred alternatives conceptual design (10% PS&E).

Additional topic-specific meetings will occur with selected staff, departments, and key stakeholders. The consultant should substantially complete public engagement subtasks before approving the 10% PS&E. As described in Task C, institutional stakeholder input will continue through 35%, 65%, and 95% PS&E. In consideration of the potential need for ongoing social distancing, the Consultant should propose how to conduct all meetings and public engagement activities remotely while maintaining accessible and equitable access for all Trenton community members, communication strategies to remain in contact with project stakeholders and constituents; the need for accessible materials and translation services online; specific channels of receiving input (social media, text message, phone calls, online Q&A, etc.); and what existing and additional resources are required to deliver such an engagement strategy successfully. A successful socially distanced public engagement process will address the "digital divide", specify what platforms and venues will be used, and follow the latest emerging best practices in pursuing creative solutions to the challenge of maintaining equitable access to the public process.

**E. Technical Studies:** The consultant will perform several technical studies to analyze the impacts of design alternatives to select a preferred alternative. The work to be performed may include, but is not limited to:

- Traffic data collection (i.e., safety and collision history; automobile, bicycle, and pedestrian traffic

counts; on-street and off-street parking utilization; transit operations, including transit speeds and travel time savings during peak hours; freight and loading; etc.)

- Geometric feasibility of layout and design of the roadway and intersections (i.e., lane width and turn radius study)
- Traffic control device applicability study and design (i.e., signs, signals, flashing beacons, if any, etc.)
- Multi-modal traffic impact analysis and modeling (e.g., vehicle flow, volume, vehicular delay; pedestrian volumes; Bicycle Level of Traffic Stress; transit delay, transit speeds, transit travel timesavings, and access to transit utilizing Transit Capacity and Quality of Service Manual methodology; etc.)

**F. Conceptual Design Alternatives:** Based on the findings of Task B and E and input from staff, the public, and institutional stakeholders, the Consultant will prepare preliminary concept plans for staff review and presentation to community members, Stakeholder Groups, Trenton Public Works, and City Council. For purposes of this RFP, respondents should assume three (3) alternative concepts for both intersecting corridors (MLK Jr. Blvd and Southard St).

**G. Develop Preferred Conceptual Design Alternatives (10% PS&E) and Preliminary Cost Estimate:** Based on input received during Task B, C, D, and E, the Consultant will develop project plans at the 10% design level and preliminary cost estimates for the selected conceptual design alternatives, according to local, state standards and in response to staff review comments. The city will provide consolidated, internally consistent comments on each submittal.

**H. Environmental Clearance Support:** The Consultant will provide technical support to City staff to prepare an environmental document for environmental requirements and National Environmental Policy Act (NEPA) compliance. This may include a traffic impact analysis, preliminary construction traffic control/phasing plans, or other necessary

documents based on environmental impact analysis at the 10% design level. Compliance could include but may not be limited to: Traffic (post-project conditions), Traffic (construction disturbance), Air Quality Report, Water Quality, Hazardous Waste (lead), Biology (Trees), Community (parking/outreach), Cultural Resources, and others.

- I. **Develop 35% PS&E and Cost Estimate:** Following City staff acceptance and City Council approval of the Preferred Conceptual Design Alternatives, and with ongoing input from City staff and Stakeholders, the Consultant will Perform all necessary initial field visit(s), observation, investigation, and research. Prepare preliminary construction plans and technical specifications, schedule, and construction estimate for review by the City's representative(s), in preparation for Request for Bid. Preliminary documents shall address all items to be removed and reconstructed, including existing and proposed profiles, top of curb and sidewalk elevations, and details for construction/installation of improvements. The plan set shall be detailed sufficiently to address requirements for Public Bidding and applicable permits, including Soil Erosion Sediment Control Certification. Develop project plans at the 35% design level and cost estimates for the selected alternatives, according to local and state standards and in response to staff review comments. The city will provide consolidated, internally consistent comments on each submittal.
- J. **Develop 65% and 95% PS&E and Cost Estimate:** Following City staff acceptance and possible City Council approval of the environmental and NEPA documents, and with ongoing input from City staff and Stakeholders, the Consultant will develop project plans and at 65% and 95% design level and cost estimates for the selected alternatives, according to local and state standards and in response to staff review comments. The city will provide consolidated, internally consistent comments on each submittal.
- K. **Develop 100% PS&E and Final Cost Estimate:** Following City staff acceptance of the 65% and 95% plans, and with ongoing input from City staff, the Consultant will develop 100% construction plans and final cost estimate (including quantities and unit costs) for the selected alternatives suitable for construction bids, according to local and state standards and in response to staff review comments. The city will provide consolidated, internally consistent comments on each submittal. As part of this task, the consultant will

be expected to prepare specifications, including front-end specifications (bid proposal, bid table, estimated construction duration, and any City-furnished forms and documents), Special Provisions, Technical Provisions, and appendices. The scope also includes the preparation of a Project Manual containing the instruction to Bidders, the Form of Proposal, the Standard General Conditions, any Supplemental Conditions, Prevailing Wage Rate Determination, and the Supplementary Specifications for State Aid Projects.

The plans, specifications, and related documents must be prepared in consistency and accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq., the current editions of NJDOT Standard Specifications for Road and Bridge Construction, Manual of Uniform Traffic Control, and City municipal standards.

L. **Bid Tabulation:** The project is being funded by an allotment from the CDBG, and the successful Project Manager will be required to administer the project in accordance with the NJDOT Trust Fund Authority Act State Aid Handbook for "Procedures for State Aid to Counties and Municipalities". This work includes but is not limited to the review of Bids received, the recommendation to the City of Trenton for Contract Award by resolution, and the preparation of the Bid Tabulation Sheet of Bids received.

M. **Contract Administration, Construction Inspection and Management:** The Project Manager shall schedule and attend a pre-construction meeting, including coordination of the same with all necessary stakeholders and utility company representatives. The firm shall provide inspection services as required by the NJDOT and, at a minimum, include part-time daily inspection of work performed by the contractor. Inspections shall be performed by personnel certified by NICET Level III or higher.

Construction management services shall include the engineering and inspection of construction work to certify the completion of constructed items and the resolution of any matters that may arise during construction. The successful firm shall also review and approve submittals from the contractor, including shop drawings, construction schedules, periodic/monthly payment requests, man-hour/labor certifications, and material quantity documents. The firm shall also schedule and attend periodic project meetings for the duration of the construction project.

## **Evaluation Criteria**

All proposals shall be evaluated as follows:

- Cost: 25%
- Construction Experience: 20%
- Complete Streets Design Experience: 20%
- Placemaking Experience: 20%
- Community Engagement Experience: 10%
- Demonstration of Completing Projects on Time and Within Budget: 5%