



# City of Trenton

## Request for Proposals

# Redevelopment Opportunity

## ROEBLING BLOCK 2

Release Date: *February 2, 2022*

Site Visit: *By Appointment*

Questions (via email) by: *March 2, 2022*

Submission Deadline: *April 11, 2022 12:00 Noon*

***Reinvent  
Historic  
Properties***

***Major Transit  
and Road  
Access***

***Heart of the  
Northeast  
Corridor***

TRENTON MAKES THE





## SUMMARY

The City of Trenton (“City”) seeks one or more qualified developer(s) or redevelopment team(s) (“Respondents”) to respond to this Request for Proposals (“RFP”) with submissions of redevelopment proposals and statements of their qualifications to redevelop all or a portion of the following properties:

<u>Block</u>	<u>Lots</u>
15704	1, 1.01, 1.02, 1.03, 1.04, 1.05, and 1.08

(collectively the “Site” or “Block 2”). The Site is located within the Roebling Complex Redevelopment Area and is generally bounded by S. Clinton Avenue, Mott Street, and Hudson Street. The Site is commonly referred to as “Roebling Block 2” and comprises seven industrial buildings and large open space. The City owns all properties within the Site.

The City seeks to identify Respondents with the ability and capacity to acquire, design, permit and commence redevelopment of Block 2 of the Roebling Complex Redevelopment Area as a mixed-use site, including, but not limited to, the adaptive re-use of historic industrial structures and additional land available on site for new construction. The one or more uses anticipated for Block 2 include: residential (market-rate housing); commercial; light industrial; research and development; innovation labs; and, with specific regard to Lot 1.03, industrial artisans, hospitality, and cultural/performance arts

New Jersey Economic Development Authority and the New Jersey Redevelopment Authority have the following assistance programs that may be applicable to the redevelopment of the Site: Brownfields Impact Fund, Emerge Program, Aspire Program, Historic Property Reinvestment Program, Community Anchored Development Program, Direct Loans, New Jersey Redevelopment Investment Funds, and the New Jersey Site Acquisition Fund.

Proposals must include a proposed purchase price for the Site. Respondents should not rely on the information contained in this RFP, but instead should conduct their own investigation and inquiry regarding the Site and independently assure themselves of the conditions and regulations affecting the Site, including but not limited to environmental conditions. The City will consider proposals that include financial incentives, but the City does not guarantee that such financial incentives will be awarded.

The City issues this RFP pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”). Any successful Respondent is required to develop the Site in accordance with the Redevelopment Law and as set forth in a Redevelopment Agreement with the City.



All submissions are to be prepared at the cost and expense of the prospective purchaser/developer who proposes a project in response to the RFP. The City is not responsible for paying any costs or expenses associated with the preparation of responsive submissions.

Respondent and its contractors and subcontractors must always comply with all applicable obligations pursuant to The New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1, et seq., and any local or municipal restrictions adopted in accordance with said Act.

This RFP constitutes an invitation for responsive submissions to the City and does not represent an offer, obligation or agreement on the part of the City. The City reserves the right to protect the best interests of the City, to waive any technical errors, to request clarification of any submission, to reject any submission (or any part thereof) for any reason whatsoever, or to reject all submissions for any reason whatsoever.

The City reserves the right at any time to withdraw this RFP or modify the schedule or requirements set forth herein. The City reserves the right if it is deemed to be in the public interest, to enter directly into negotiations with one or more Respondents, or to reissue a request for proposals in order to advance the planning and disposition process. This RFP does not commit the City to any disposition processor to enter negotiations with any Respondent. While every effort has been made to provide accurate information within this RFP regarding the Redevelopment Area, including the Site, the City is not bound by any of the statements or assumptions set forth herein.

<b>Redevelopment Site</b>	Block 2, a ≈ 7.5 acres site, Mixed-Use Zoning District within the City's Transit-Oriented Development area and the Roebling Complex Redevelopment Area.
<b>Site Features</b>	<ul style="list-style-type: none"><li>• Walkable community</li><li>• ½ mile from Downtown Trenton</li><li>• Across the street from Roebling Market and Roebling Lofts</li><li>• Easy access to the Trenton Transit Center (Amtrak, SEPTA, NJ Transit, and the River Line tram-train)</li><li>• Proximity to I-195, I-295, I-95, US 1, and the New Jersey Turnpike</li></ul>
<b>Proposals Due</b>	April 4, 2022 by 12:00 Noon

**RESOURCES:** *(available on the City's website)*

- Roebling Complex Redevelopment Area Plan <https://www.trentonnj.org/DocumentCenter/View/366/Roebling-Complex-PDF>
- Trenton Transit-Oriented Development Strategic Plan <https://www.trentonnj.org/DocumentCenter/View/4495/Transit-Oriented-Development-Strategic-Plan>
- Trenton250 – the City's master plan <https://www.trentonnj.org/290/Master-Plan>



## ROEBLING BLOCK 2 REDEVELOPMENT OPPORTUNITY

### Invitation to Submit Proposals

The City of Trenton is excited about redevelopment and investment in the historic architecture and buildings we have and we want to invite interested developers to submit proposals on how they would revitalize Roebling Block II – a beautiful City block with lots of open space, 7 historic buildings of different size and configuration (all of which were a significant part of our Nation's Industrial Revolution) and plenty of parking. If you are interested in making a noteworthy investment in a historic site, near the Delaware River, in the Capital City we encourage you to submit a plan for consideration. Thank you and welcome to Trenton. We look forward to a bright future together. – *Mayor W. Reed Gusciora*



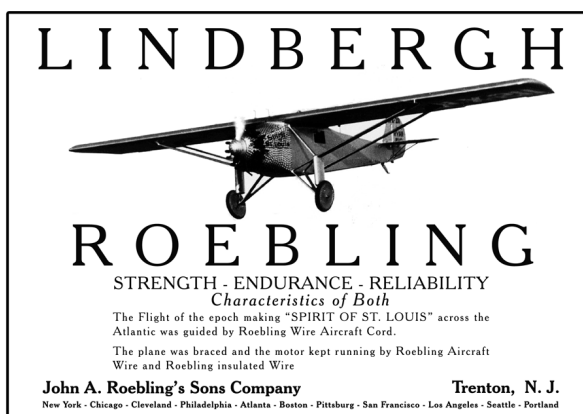
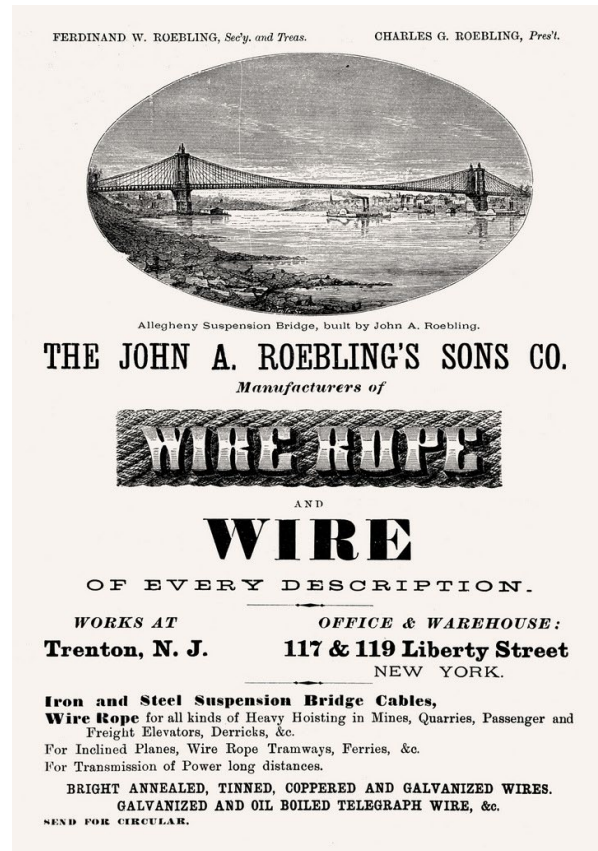


## HISTORY / BACKGROUND

The designer of the Brooklyn Bridge, John A. Roebling, founded and located his steel wire manufacturing company in the City of Trenton in 1849.

Roebing Block 2 is part of the historic John A. Roebing Wire Works, located within the Roebing Complex Redevelopment area, and zoned for Mixed-Use. Subdivision into multiple development parcels is possible. The buildings on this property were built between 1885 and 1957, and typically have existing open floor plans ranging from 6,000 to 52,000 square feet.

In 1848, Mr. Roebing purchased a 25-acre site along the Delaware & Raritan Canal in the Chambersburg section of Trenton for his wire rope business. By World War I, the factory was the largest wire rope plant in the world and the company grew considerably in response to the steadily increasing demand for its products.



Up to 1915 the structures were built with masonry load-bearing walls and gable roofs with monitor clerestories. Thereafter, they were built with steel frame and concrete walls and flat roofs with saw-tooth and monitor skylights.





## TRENTON ROEBLING BLOCK 2



*View of Block 2 from Mott Street*

Roebling Block 2, which is approximately 7.5 acres, is a cornerstone piece of the Roebling Complex Redevelopment Area Plan. That Plan establishes a modern vision of mixed-use development, preserving the architectural and historic significance of the area, within which a variety of activities and functions will coexist and be mutually supportive.

The uses anticipated for Block 2 include one or more of the following: residential (market-rate housing), commercial, light industrial, research and development, innovation labs, industrial artisans, retail, hospitality, and cultural/performance art spaces.

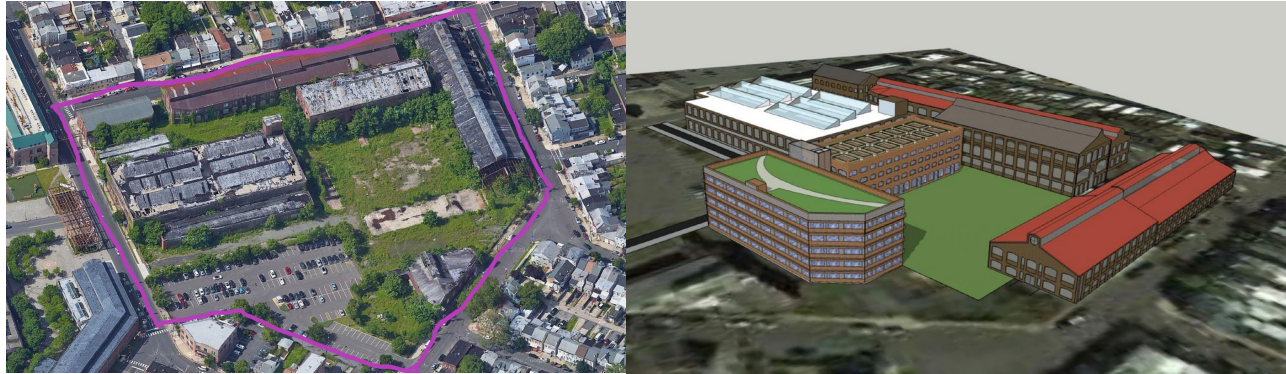
The Site is a unique opportunity to build a cutting-edge and innovative urban enclave that elevates and enhances the local economy. The Site's proximity to mass transit stations and bus lines, arterial streets, and access to major highway routes provide this Site with many modes of accessibility. Across the street is the Roebling Market that includes Food Bazaar (a full-line grocery store), within walking distance of the S. Broad Street Business Corridor and the Cure Insurance Arena, just over a mile of downtown Trenton, and nestled within Trenton's famous Chambersburg village-like neighborhood that is known for its many multicultural restaurants, bakeries, small businesses, and neighborhood bars.

The Roebling Complex Redevelopment Area Plan outlines a framework of guidelines and development regulations that help provide a synergistic relationship with the developer and the community that can be further articulated in the Redeveloper's Agreement.





# THE REDEVELOPMENT OPPORTUNITY



Aerial view of site currently with magenta boundary / A rendering of potential development at the site

## A. Site Details *Table 1*

<b>Site Owner:</b>	<i>City of Trenton</i>
<b>Tax Parcels:</b>	<i>Block 15704; Lots 1, 1.01, 1.02, 1.03, 1.04, 1.05, 1.08</i>
<b>Size:</b>	<i>≈ 7.5 acres</i>
<b>Known Conditions:</b>	<i>Multiple Buildings, poor conditions (see Table 3)</i>
<b>Terms of Sale:</b>	<i>To be negotiated with a Redeveloper's Agreement</i>
<b>Utilities:</b>	<i>Sewer, water, gas, and electricity are at the property line. Assume all utilities will have to be newly installed/replaced. The entire block was formerly heated by steam from a ceased nearby oil-fired plant.</i>
<b>Environmental:</b>	<i>Documents available upon request: All Appropriate Inquiry (AAI) Update Report; Van Note Harvey Remediation Figure Site Plan; Sovereign Report. (see Table 2)</i>
<b>Land Use &amp; Zoning:</b>	<i>Mixed-Use (see Roebling Complex Redevelopment Area Plan)</i>

**Roebling Block 2 Environmental Info** *Table 2 (Does not include Lot 1.03)*

The City of Trenton acquired the Roebling Block 2 site from the New Jersey School Development Authority (NJSDA) in 2017. Prior to that time, the NJSDA spent several million dollars on environmental investigations of soil and groundwater, remedial actions of multiple areas of concern with contaminated soil, hazardous materials abatements, and partial building demolition. The NJSDA identified a few additional areas of concern that were later investigated by the City of Trenton. It is anticipated that the site will require a site-wide deed notice and remedial action permit for historic fill and other low-level site-wide soil contamination. Additional “hot spot” remedial actions are included in Table 2 below:

Building Number	Approx. Size	Comments	Environmental Info.
50	Small (400 – 500 SF)	Former fire pump house. A 1-story brick building in poor condition. Fronts on S. Clinton Ave.	
51	5,976 SF	2-story brick building. Previously occupied by Veolia as <u>office</u> . Corner of S. Clinton Ave. and Mott St.	
52	13,245 SF	2-story brick building. Partially demolished. Frontage on S. Clinton. Open with partial walls.	
54	51,945 SF	Varying stories. brick and steel building. High ceilings. Fronts on S. Clinton Ave.	Area of Concern (AOC) 20 (former oil-water separator) and AOC 21 (former sump Pit). Require closure, removal, and investigation of metals.
57	25,539 SF	2 ½ story brick. High ceilings. Fronts on Mott St.	AOC 9 PCB-impacted soil adjacent to the building. "PCB residue" on the wall near former transformer spill. Additional sampling in the exterior area for PCBs (2018).
58	13,912 SF	3-story brick. 2 <sup>nd</sup> -floor decking was removed; steel frame remains. <u>No frontage</u> . Dirt floor (mostly).	
62	28,357 SF	1-story brick building with a loading dock. Contained annealing pits (now filled). Some structural rehab may have been conducted as part of filling of pits. Fronts on Hudson and Mott Sts.	



**Roebling Block 2 Structures** *Table 3 (Does not include Lot 1.03)*

Building Number	Building Name	Year of Construction	Assessment Grade
50	Fire Pump House	Unknown	Poor
51	Cold Rolled Products Office	1897/1911 Addition	Poor
52	Continuous Clean Shop	1926	Poor
54	Flat Shop No. 3-A	1924/1944 Addition	Poor
57	Flat Iron Shop No. 1	1905/1912 Rebuilt after fire	Poor
58	Tempering Shop No. 1	1905	Poor
62	Annealing shop	1906/1913 Addition	Poor

Cannon Group Assessment Report 2017

The City of Trenton retained an NJDEP-approved Licensed Site Remediation Professional to review existing file documents, conduct additional sampling, and provide professional oversight for potential future remediation. The City of Trenton can provide a summary of the required remedial actions that can be used to prepare bid specifications for required remediation. The City estimates that required remediation costs are estimated at approximately \$225,000 for the following work:

- Remedial Action Workplan/Bid Specifications for “hotspot soil remediation”
- Implementation of hotspot soil remediation
- Technical reporting
- Institutional controls documentation, deed notice, Remedial Action Permit and Response Action Outcome (RAO) preparation and submittal
- Classification Exception Area, if required, for groundwater resulting from historic fill or offsite sources.

The City of Trenton maintains substantial files from the previous environmental work and can provide additional technical support to help complete the remediation.

## **B. Preferred Development & Design**

It is the intention of this RFP to redevelop Block 2 with a master developer for the Site. The City is seeking parties with interest in creating development plans for the area that reflect a synthesized vision derived from the Roebling Complex Redevelopment Area Plan, the Trenton Transit-oriented Development Strategic Plan, and the City’s Master Plan – Trenton250, which have all received a great deal of community involvement. Future Development Plans will include one or a mix of uses with an eye on community access, including an open space/square available for the public. The City will consider innovative development programs that maintain the historic nature of the site but still adhere to a synergized vision. The master developer shall take full consideration of utilizing local contractors and labor to help strengthen the skills of the Trenton community. A desired outcome of the project is the creation of new jobs, adaptive re-use of the historic structures, new development opportunities, performing arts center, shared parking garage, and it is also desired that the successful redevelopment plans will make ample use of sustainable building principles and practices utilizing LEED standards. The City desires the building on Lot 1.03 to be a performing arts venue.



## C. Zoning and Design Guidelines

The Roebling Complex Redevelopment Area Plan is quite explicit on the regulations and guidelines for the area and indicates Block 2 to be located within a Mixed Use (MUD) Zoning District with all permitted uses and bulk standards identified within the Plan. The Plan also identifies that all buildings, except Building #50, are considered to be “Key Buildings” for historic preservation. Building #52 is a “Contributing Building” and shall also be preserved.

However, to ensure that development proposals meet the city’s design objectives, see the [Roebling Complex Redevelopment Area Plan](#). Developers will be expected to submit design proposals that adhere to the standards and guidelines.

## D. Incentives Available

Funding considerations/sources may include: private funds; existing state grant funds; USEDA grants; tax credits (historic, economic development); Urban Enterprise Zone funds; and Community Development Block Grant Funds.

In addition, the New Jersey Economic Development Authority and the New Jersey Redevelopment Authority have the following assistance programs that may be applicable to the redevelopment of the site: Brownfields Impact Fund, Emerge Program, Aspire Program, Historic Property Reinvestment Program, Community Anchored Development Program, Direct Loans, New Jersey Redevelopment Investment Funds, and the New Jersey Site Acquisition Fund.



*Trenton Transit Center – Amtrak, NJTransit, SEPTA, RiverLine (Amtrak plus three Phila and NYC regional rail lines)*



## E. Other Investments Within Proximity

The City has made great strides in public improvements and attracting other investments within the area. Recent investment in the community includes:

- Van Sciver Building – 120 market-rate based units
- Jennings Village – 72 affordable housing units
- East State Street Redevelopment (Bell Telephone Building) – 600 market-rate units
- NJ Realtors Association Headquarters
- Planned Expansion of the Trenton/Mercer Airport
- New State Office Buildings – Department of Health and Department of Taxation
- Restoration of the Taxation Building – released by State to bring commercial ratables to downtown
- Historic Eagle Tavern Restoration – Revolutionary-era redevelopment project
- Roebling Block 3 – market-rate residential and commercial units
- Restoration of the Wire Works Building – community art-based center
- Historic Chambersburg Village - continued revitalization of over 200 Small Businesses
- Riverview Plaza / Thunder Stadium – continued development on the Delaware River
- 640 Greenwood Avenue – 24 market-rate units

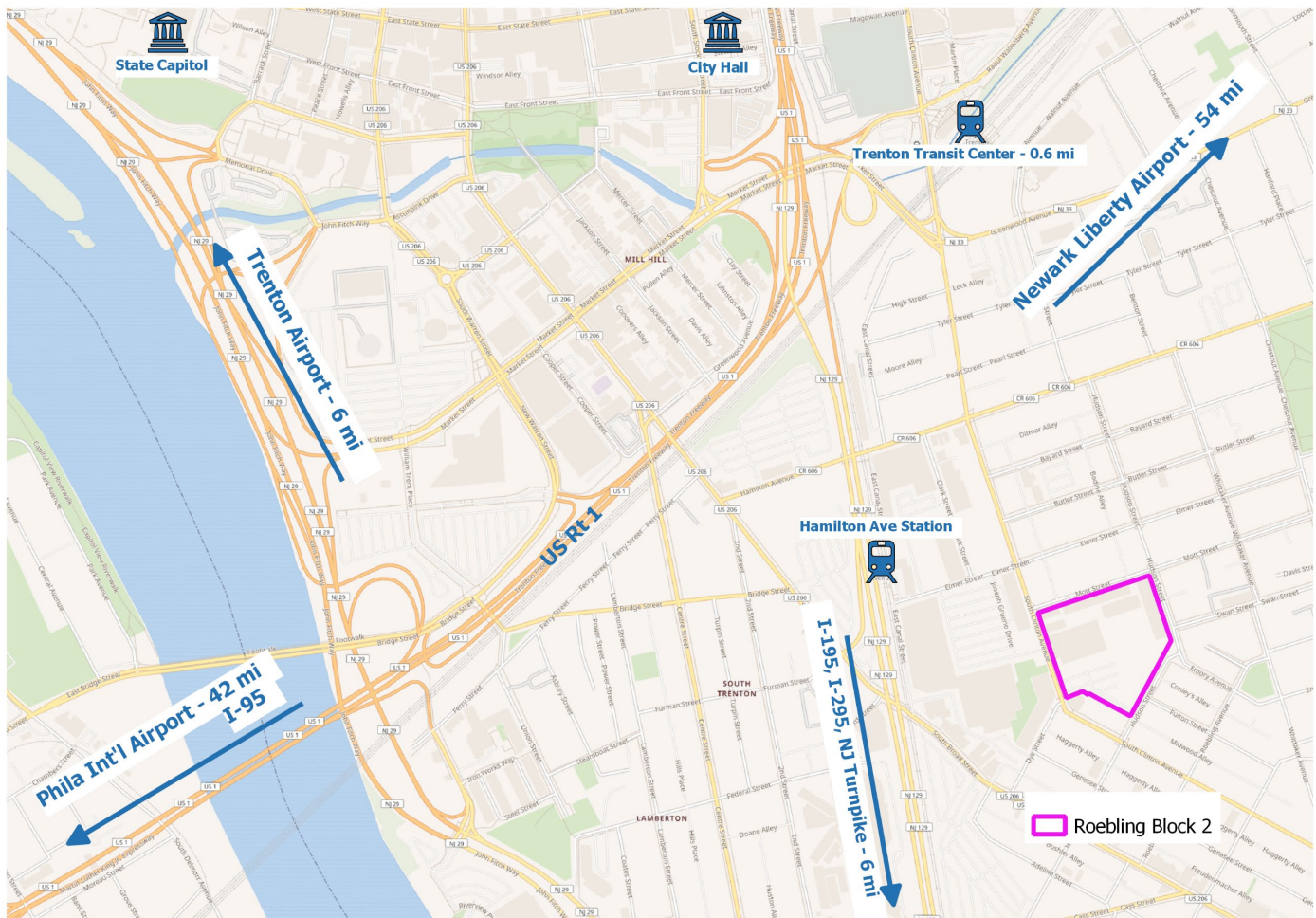
## F. Demographics

	Mercer County, NJ	Bucks County, PA
Population	387,350	646,538
Median household income	\$81,057	\$89,139
Per Capita income	\$43,086	\$45,849
Owner-occupied housing rate	63%	77%





## Site Location Map



## Points of Interest

### Transportation

- Air**
- Trenton-Mercer Airport (6 mi)
  - Philadelphia International Airport (42 mi)
  - Newark Liberty International Airport (54 mi)
- Rail**
- Trenton Transit Center (0.6 mi)
    - Amtrak
    - New Jersey Transit
    - SEPTA
  - Hamilton Ave. Station – RiverLine (0.3 mi)

- Road**
- New Jersey Turnpike (8 mi)
  - US Route 1 (1 mi)
  - I-195 (3.2 mi)
  - I-295 (3 mi)



## Tourism/Cultural

Trenton Battle Monument (1.9 mi)  
Old Barrack Museum (1.4 mi)  
1719 William Trent House (1.3 mi)  
New Jersey State Museum (1.7 mi)  
Patriots Theater (1.6 mi)  
Trenton City Museum (3.5 mi)

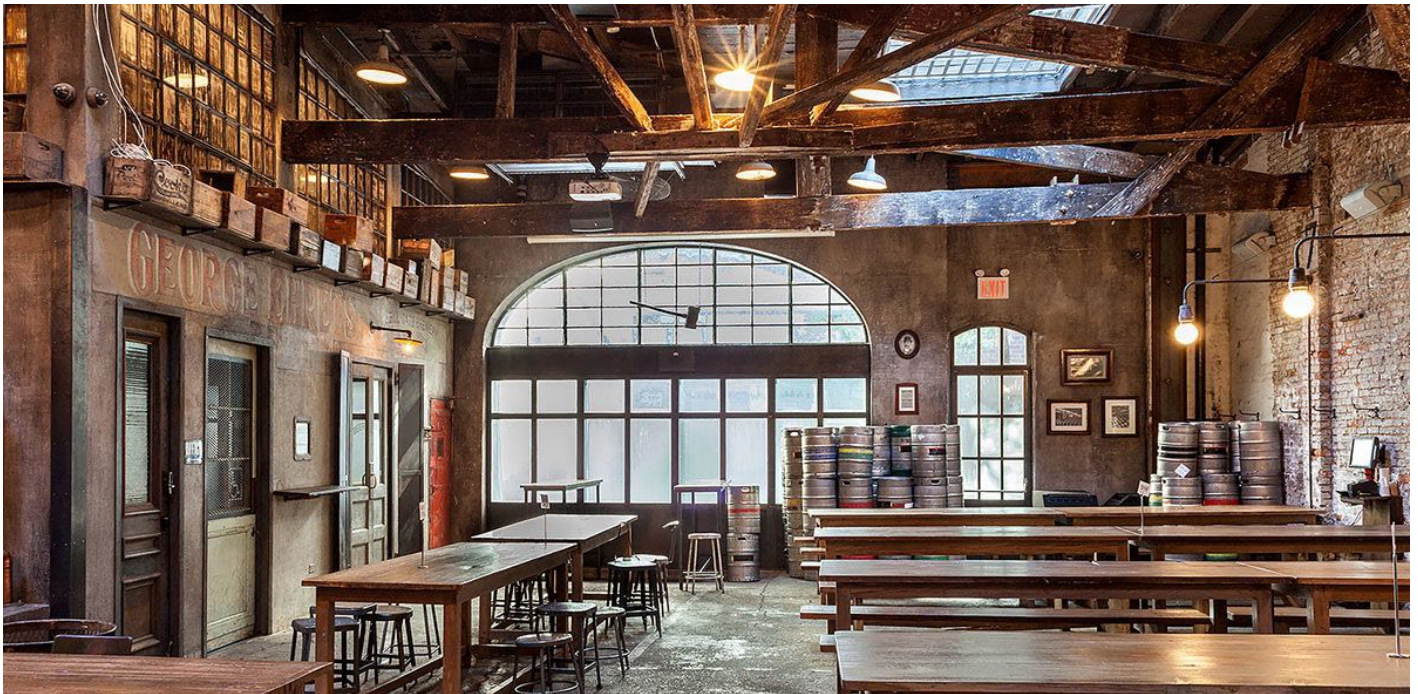
## Higher Education

Mercer County Comm Coll - Kearny (1.3 mi)	Temple University (33 mi)
Thomas Edison State Univ. (1.5 mi)	Drexel University (33 mi)
The College of New Jersey (5.5 mi)	University of Pennsylvania (34 mi)
Rider University (5.7 mi)	Rutgers University–New Brunswick (37 mi)
Mercer County Comm Coll - Main (7.8 mi)	
Princeton University (12.9 mi)	



*Statue of George Washington atop the Trenton Battle Monument overlooking the city.*





*Illustration of a Potential Use*

## RFP SUBMISSION REQUIREMENTS

### General Requirement and Deadlines

Submissions must be received by **12:00 Noon on April 4, 2022**. Delivery must be by either courier service or registered U.S. Mail to Trenton City Hall, Department of Housing and Economic Development (HED), Office of Director C. Andre Daniels, 319 East State Street, Trenton, NJ 08608. Proposals must include ten (10) paper copies and one (1) electronic copy (USB drive format).

The City shall not be responsible for the loss, non-delivery, or physical condition of submissions sent by mail or courier service. All submissions will become the property of the City and will not be returned to the Respondent.

Any and all questions must be submitted in writing, via email to C. Andre Daniels, Director, at [cdaniels@trentonnj.org](mailto:cdaniels@trentonnj.org).

The following dates shall apply to the RFP response process.

Issuance of RFP	February 2, 2022
RFP Questions Due	March 2, 2022
RFP Submission Due	April 11, 2022 by 12:00 Noon





## Format of Proposals

The City requires a standard format for all proposals submitted to ensure that clear, concise, and complete statements are available from each Respondent in response to the RFP requirements. It is recommended that Respondents utilize headings, section numbers, and/or page numbers to organize their proposals. The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted proposal. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information submitted unresponsive. Each Proposal submitted must contain, in sequence and with the appropriate heading, each of the following sections:

1. Title Page
2. Table of Contents
3. Executive Summary
4. Background
5. Objectives
6. Project Proposal
7. Project Work Plan
8. Project Financing
9. Government Responsibilities
10. Key Personnel
11. Assumptions

These required sections are further described and defined as follows:

### **1. Title Page**

The Proposal must include a title page, which identifies the proposed project, the Respondent's firm, name of the Respondent's primary contact, Respondent's address, telephone number, fax number, and e-mail address.

### **2. Table of Contents**

List the titles and page numbers for each major topic and sub-topic contained in the proposal, including the 11 required sections.

### **3. Executive Summary**

A summary of the key points and highlights of the proposal should illustrate why the Respondent is best suited for the project.

### **4. Background**

Include a brief history of the Respondent and how its experience is analogous to and qualifies it to meet the requirements of the RFP. The citation of specific projects that are currently being developed or have been completed in the past is strongly encouraged. The Respondent must indicate what type of business organization it is – e.g., corporation, partnership, sole proprietorship, limited liability company, or non-profit organization. If the Respondent is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If Respondent is a partnership, it shall list the names of all partners. If the Respondent is a limited liability company, it shall list the



names of all members. If the Respondent is a corporation, it shall list the names of those stockholders holding 10% or more of its outstanding stock.

## **5. Objectives**

State what the Respondent believes to be the primary objectives for redevelopment of the Site. Respondents may choose to offer suggestions for alternative or additional objectives. A description of how to measure the achievement of objectives throughout the life of the project shall be included. The Respondent shall answer the following questions as well:

- Why is the respondent interested in developing the Site?
- What is the respondent's experience working on a similar project?
- What is the respondent's previous experience working with public sector partners and types of public-private partnerships? Especially within New Jersey or the Northeastern U.S.

## **6. Project Proposal**

Include a detailed description of the Respondent's proposed project, including capital improvements, plans, elevations, renderings, CAD files, illustrative materials, etc., and how the proposed project satisfies the goals and objectives of the City and the Redevelopment Plan, as same may be amended. Respondents should highlight any risks they deem to be significant enough in nature that could delay or stop the proposed project. All proposals shall comply with the zoning and planning requirements of the Redevelopment Plan. Respondents should submit an estimated number of full-time and part-time employees their proposed project will employ, respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. The City may view more favorably proposals that will employ members of the community and that contract with local businesses and suppliers to fulfill various project demands.

## **7. Project Work Plan**

Provide a high-level project work plan, describing all proposed phases, activities, and tasks of the successful Respondent. Tasks that the successful Respondent would require of the City to complete the project should also be identified. The work plan should present key activities, milestones, dates, etc. necessary to deliver the proposed project. All assumptions that were made to complete the project work plan should be documented in this section. Respondents should submit a detailed capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion date for these improvements (i.e., the expected duration of construction of each improvement).

## **8. Project Financing**

Provide a detailed breakdown of the total of all projected development costs and the sources of all anticipated funds to meet those costs. This should include sufficient financial information to establish the approximate net worth and/or liquid assets available to the Respondent for the proposed project. This information should be in the form of certified financial statements showing assets and liabilities, including contingent liabilities. If equity financing is to be obtained from sources other than the Respondent, a statement should be submitted from such other sources indicating their willingness and ability to provide the necessary funds. The Respondent



must clearly identify whether financial incentives are necessary to make the Respondent's proposal feasible.

The Respondent must state their detailed financial offer for the purchase of the Site (or portion thereof). The acquisition of the Site at the stated amount will be included as a material obligation of the successful Respondent in any Redevelopment Agreement. Financial offers must include: the total proposed acquisition price, proposed deposit amount, any conditions or contingencies to the acquisition, and whether any portion of a deposit is proposed to be refundable. Failure to include an offer to purchase the Site (or portion thereof) may result in rejection of the Respondent's proposal.

The City makes no representation as to the state of remediation of the Redevelopment Area or delivery of environmentally remediated property.

### **9. Government Responsibilities**

The Respondent should specifically describe the expectations relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of the proposed project.

### **10. Key Personnel**

Identify the proposed project team, stating exactly the role that each proposed team member will assume and detailing the qualifications for the role that the team member possesses. This should include the Respondent as well as attorneys, architects, engineers, contractors, builders, and financiers.

### **11. Assumptions**

State any assumptions being made relating to any part of the proposal or project strategy.

## **Evaluation Process**

The City will evaluate Respondent proposals based on their completeness, feasibility, responsiveness to the RFP requirements and redevelopment goals described herein, the strength of the development approach, innovation of the proposal, and Respondent's comparable past experience and capacity to successfully complete the proposed project.

The City will evaluate proposals based on consideration of key criteria, which includes but is not limited to:

- Conformance to RFP format requirements (otherwise disqualified)
- Appropriateness of proposed project to RFP requirements and the Redevelopment Plan
- Timeframe for completion of the proposed project
- Development team qualifications, comparable prior experience, and capacity
- Vision and quality of development approach
- Public benefits from the proposed project
- Commitment to diversity regarding utilization of minority and women-owned business enterprises, and to local contractors/workers
- Aesthetic aspects and functionality (including "green" components) of the proposed project
- Financial feasibility and capacity





- Financial compensation to the City, including the proposed purchase price for the Site
- Anticipated amount and types of jobs created that may be available for Trenton residents
- Implementation strategy

The City shall not be obligated to explain the results of the evaluation process to any Respondent. The City may elect to ask some or all Respondents to give presentations on their proposals. The City reserves the right to:

- Select a shortlist of Respondents;
- Enter into exclusive negotiations with selected Respondent with the intent of entering into a redevelopment agreement;
- Request additional information from any Respondent;
- Take no action; or
- Reject all submissions.

## Redevelopment Agreement

The successful Respondent (the “Redeveloper”) will be required to enter into a Redevelopment Agreement with the City. Upon conditional designation as the Redeveloper, the successful Respondent shall enter into a Predevelopment Funding Agreement with the City to defray the City’s expenses pending execution of the Redevelopment Agreement. The Redeveloper or its designee will be expected to execute a project labor agreement prior to or concurrent with the execution of the Redevelopment Agreement. The Redeveloper and its agents and/or contractors may be required to enter into other agreements if required by ordinance and as may be deemed necessary or desirable by the City to implement the project, including but not limited to a purchase and sale agreement.

Neither the City’s acceptance of a proposal nor the City’s conditional designation of successful Respondent as a Redeveloper will create any rights or obligations regarding such Respondent until the full execution of the Redevelopment Agreement. The City will have the option to terminate negotiation of a Redevelopment Agreement at any time without cause, including on the basis that the City is not satisfied with the progress of negotiations. The successful Respondent shall have no cause of action or right to damages arising from the termination of negotiations with the Respondent prior to the City’s execution of a Redevelopment Agreement with the Respondent.

The Redevelopment Agreement is expected to follow the City’s form agreement, including but not limited to the following terms, among others, subject to negotiation in consultation with counsel:

- a. The Redeveloper shall adhere to the commencement date and completion date for the project, which the parties will establish in the Redevelopment Agreement.
- b. The Redeveloper will be responsible for any costs incurred by the City in negotiating or administering the Redevelopment Agreement, as well as any other costs associated with the project, including, but not limited to, legal fees, engineering fees, architectural fees, fees of professional consultants, etc. This requirement will be included in both a Funding Agreement prior to approval and execution of the Redevelopment Agreement and the Redevelopment Agreement itself.



- c. As conditions precedent to transfer of the Site (or portion thereof), the Redevelopment Agreement will require that the Redeveloper has submitted to the City, and the City shall have approved, the following: a) engineering surveys; b) final development plans, including Redeveloper specifications and bids (if applicable); and c) the Redeveloper's commitments for debt and equity capital in an amount sufficient to finance the acquisition of the Site and redevelopment of the Site in accordance with the approved plans.
- d. The Redeveloper, upon transfer of the Site (or portion thereof), will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
- e. The Redeveloper, upon transfer of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.
- f. The Redeveloper will be responsible for obtaining any and all necessary approvals, permits, and licenses for the construction and lawful operation of the project. This also includes any government approvals of the City of Trenton and the State of New Jersey.
- g. The Redeveloper will affirm that it has sufficient financial resources to undertake the project.
- h. During the construction of the project, the Redeveloper will be required to carry at least \$5,000,000.00 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The City shall be named as Additional Insureds on such policies.
- i. The Redeveloper must comply with all City, State, and Federal laws relating to access for persons with disabilities.
- j. The Redeveloper shall be responsible for obtaining all required land use approvals, including preliminary and final site plan approvals.
- k. Inspectors from the City may visit the Site unannounced on business days between the hours of 8:00 a.m. and 5:00 p.m. to inspect operations and determine whether Redeveloper is in compliance with the terms of the Redevelopment Agreement.
- l. The Redeveloper shall acknowledge and represent to the City that, except as may be expressly provided in the Redevelopment Agreement to the contrary, the Redeveloper has not and will not rely upon any representations or warranties of the City, its agents, servants or employees, either written or oral, express or implied, as to the Site's value, use, conditions, quality, environmental condition, fitness for any particular use or any other representation whatsoever, it is agreed and understood that the Redeveloper would acquire the Site in its "AS IS" and "WHERE IS" condition,



with all faults, including but not limited to any environmental concerns which may or may not be present within the Redevelopment Area. The City does not make any representations or warranties regarding the legal ability of the Site to be used for any particular use.

- m. The Redeveloper or its designee shall execute a project labor agreement (the "PLA"), if required by any applicable Trenton Ordinance, or any other applicable local, State, or Federal law, rule, or regulation. If applicable, a copy of the fully executed PLA shall be provided to the City within fourteen (14) days of the Redeveloper's receipt of a fully and unconditionally execution of the PLA by all applicable parties. The Redeveloper shall accept and be bound by the PLA and ensure that it has no commitments or agreements that would preclude its full compliance with the PLA.
- n. Redeveloper shall be subject to certain transfer restrictions and shall agree to execute and record a Declaration of Covenants and Restrictions upon execution of the Redevelopment Agreement and acquisition of the Site (or portion thereof).

The City reserves the right to add, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the Redeveloper. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

## Disclaimers

- A. Respondents are responsible for ensuring that responses to this RFP are compliant with all applicable Federal, State, and local laws, regulations, and ordinances.
- B. Respondents acknowledge that the preparation and submission of responses are at their own risk and expense, and in no event may they seek reimbursement or contribution from the City.
- C. In an effort to foster the timely redevelopment of the Site, each Respondent acknowledges that by submitting a response to this RFP, such Respondent waives its right to file or maintain, through itself or any other party with which it is affiliated, any action or proceeding challenging determinations made by the City pursuant to this RFP.
- D. The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the proposed project. The City will discuss, but not be obligated to, any additional funding to pay for predevelopment costs including, but not limited to, architectural and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.
- E. Designation of a successful Respondent as redeveloper for the proposed project will not create any rights whatsoever in the successful Respondent until the execution by the City of a redevelopment agreement.
- F. The City in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.



- G. The City reserves the right to reject all submissions.
- H. Any successful Respondent is required to comply with requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, N.J.A.C. 10:5-31, et seq., the Affirmative Action Rules, N.J.A.C. 17:27-1.1, et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 2101, et seq.



*Hamilton Avenue Station of the RiverLine at the Roebling Complex*