**RFP: Owner Representative Consulting Services**

**Newark Symphony Hall Renovations**

**Phases 2-3**

**Section 1.0 General Information**

**A. Purpose**

This RFP is intended to solicit proposals to furnish Owner’s Representative/Construction Management Services for the multi-phased renovations to Newark Symphony Hall in Newark, New Jersey. Newark Symphony Hall intends to award this contract to qualified organizations based upon expertise, qualifications, and costs.

**B. Historic Significance**

Newark Symphony Hall (Salaam Temple) is listed on the State and National Registers of Historic Places.

The National Register nomination notes state-wide significance for Newark Symphony Hall in architecture, music, theater, dance, and opera. The actual historic significance of the building is its significant civic architecture, its quality of performance space, the impressive acoustics, and its musical and social significance hosting many of the greatest classical performers of the day as well as serving as a venue for large civic, social and political gatherings (Preservation Plan for Newark Symphony Hall, 2014).

Newark Symphony Hall enjoys a long and rich cultural history as New Jersey’s oldest and largest showcase for the arts, education, and entertainment programming.

Known initially as Salaam Temple, the edifice was built in 1925 by the Ancient Arabic Orders of the Noble Mystic Shrine, also known as the Shriners, at a cost of $2 million. The Temple was colloquially known as “The Mosque”. The façade of the four-story building is clad in limestone with a row of six two-story tall ionic columns. The interiors feature Greek and Egyptian motifs, marble columns, crystal chandeliers, gold leaf, fretwork, and two-columned side promenades.

Frank Grad, a prominent Newark architect, whose work also includes the Lefcourt Newark Building and many other downtown Newark structures, designed the Neo-classical building in collaboration with architects Henry Baechlin and George Backoff, both from Newark. During the era of Vaudeville and the advent of the “talkies,” the interior was leased for use as a vaudeville and movie house, while the Shriners continued to meet in the large 1,000-seat ballroom area above the main auditorium. In 1933, the Shriners could no longer afford to maintain the mortgage on the Temple and lost the building to a sheriff’s sale. The property was sold to Prudential Insurance Company of America.

The Griffith Music Foundation took over the management of the Mosque Theater around 1938. The Mosque became instantly famous for its dramatic and musical productions, superb acoustics, and sightlines. The 3/15 Griffith Beach Theater Pipe Organ, built by Earle Beach, accompanied by almost every musical production, is one of only three remaining operational theater organs known to the Garden State Theater Organ Society. Such historic artists of genius stature, such as Arturo Toscanini, Vladimir Horowitz, Marian Anderson, William Warfield, Lily Pons, and George Gershwin performed at the Mosque Theater. The Boston and Cleveland Symphony Orchestras and the Ballet Russe de Monte Carlo also graced the stage of the venerable theater.

In 1964, the floundering Mosque Theater was on the verge of bankruptcy and was threatened by demolition when the City of Newark agreed to purchase the facility. As noted by Preservation New Jersey, Newark Symphony Hall seats 3,500 people and is larger than Carnegie Hall, Lincoln Center’s Metropolitan Opera House, and Philharmonic Hall in New York City. Preservation New Jersey further states that the facility's acoustics have been ranked with Boston’s famed Symphony Hall and other major concert halls nationwide.

While noted for its historic significance as one of this country’s premier entertainment venues, Newark Symphony Hall is equally as important to the redevelopment efforts underway in Newark’s Lincoln Park Neighborhood.

The historical narrative for the Lincoln Park Neighborhood embodies periods of prosperity, decline, and resurgence. The neighborhood is recognized, past and present, as a center for culture, art, music, business, and community within the City of Newark. The Lincoln Park Redevelopment Plan results from more than 30 years of community and public involvement, largely built upon a strong foundation of participatory planning efforts by residents (Lincoln Park Redevelopment Plan, 2010). Since the 1980s, every effort has recognized a renovated and active Newark Symphony Hall as critical to the revitalization of the Lincoln Park community. Specifically, a fully renovated and active Newark Symphony Hall is envisioned as an anchor supporting the development of artist housing; connecting an arts and cultural corridor along Broad Street; and serving as the major arts and entertainment venue at the southern gateway to Newark’s downtown along Broad Street.

**C. Background Information, Outline of Phases of Work**

The renovations at Newark Symphony Hall must be phased so that the facility continues to operate and maintain its revenue-generating capacity. The project has undergone some upgrades in the past two years, referred to as Phase 1. Subsequent phases are described below:

Phase 2:

The purpose of Phase 2 at Newark Symphony Hall is to renovate and repair the exterior and reactivate the unused fourth floor as the first step towards a comprehensive Arts + Education Lab in the building. Newark Symphony Hall aims to expand their production capabilities and community outreach programs through these upgraded resources.

The exterior work includes a restoration of the historic façade along Broad Street and much-needed repairs to the building’s envelope. This project aims to clean, repair, and restore the façade of the Newark Symphony Hall, including masonry and metal restoration, restoration of windows, and replacement of non-historic doors. Poorly conditioned windows on the side elevations will be replaced.

Installation of new lighting, marquees, and signage will also occur. New exterior canopies over the center and side entrances will provide a more welcoming and vibrant entry into the building and act as wayfinding signage. The main marquee is a grand statement that references the earlier historic canopy as well as existing ornamentation on the Symphony Hall’s façade.

Part of the Phase 2 work will be a new elevator that allows for a more cohesive and secure entry into the western portion of the building and provides direct access to the floors above, which will improve the performance experience for visitors and staff alike. As part of this enhancement, an accessible entry lobby at Broad Street will be created. The elevator will be sized as a freight elevator so that props and set components can be more easily brought to and from the performance spaces.

The new Arts + Education Lab will encompass the 2nd-4th floors of the front wing, providing a 30,000 square foot creative hub for community gathering, artistic expression, and cultural enrichment. As part of the Phase 2 project, the fourth floor will be activated for use and includes practice rooms, dance studios, and a multi-purpose lounge and kitchenette space. The Lab will host a variety of interactive programs and classes for all ages, ranging from career development courses and creative writing workshops to dance classes and art camps.

The existing fourth-floor space requires complete rehabilitation, including new walls and ceilings, lighting, mechanical systems, fire alarm and sprinkler, accessible toilet facilities, and many deferred maintenance items. New finishes will be installed throughout.

The transformation achieved by these projects will lead to increased programming ability and ensure that Newark Symphony Hall remains a sought-after destination for high-quality performances well into the future.

Phase 3:

The purpose of Phase 3 at Newark Symphony Hall is to renovate the first and third floor spaces along Broad Street to reactivate the streetscape and encourage more public interaction. Newark Symphony Hall aims to expand their production capabilities and community outreach programs through these upgraded resources.

As part of the comprehensive Arts + Education Lab in the building, Newark TV Studios will be relocated from the ground floor to the third floor. The existing third-floor space requires complete rehabilitation, including new walls and ceilings, lighting, mechanical systems, fire alarm and sprinkler, and many deferred maintenance items. New finishes will be installed throughout. The new space will include offices, studios, edit rooms, a conference room, and a screening room for up to forty people.

The space on the ground floor where the TV Studio is currently located will be renovated to become the staff offices for the Newark Symphony Hall, with a large public gallery at the storefronts along the street, visible to all passersby. The gallery can also be used as an event space.

The south side of the first floor will be transformed into a restaurant, with a kitchen at the cellar level below. This will be open to the public and provide a space for pre- or post-show food and beverages. Additional seating will be located at the mezzanine level, allowing diners to sit beside the large windows looking out onto Broad Street.

The transformation achieved by these projects will lead to increased programming ability, greater public interaction, and ensure that Newark Symphony Hall remains a sought-after destination for high-quality performances and events well into the future.

**D. Constraints**

A Proposer awarded Owner’s Representative/Construction Manager under contract under this RFP cannot be awarded a design/construction contract for the same project.

A Proposer awarded any NPAC design/construction contract cannot be awarded an Owner’s Representative/Construction Manager contract from this RFP for the same construction project.

**Section 2.0 Scope of Work**

A. The following professional services are required for the Newark Symphony Hall Renovation project for Phases 2, and 3.

2.A.2 Provide full-time on-site Owner’s Representative to monitor work and to assist in the coordination of contractors and work schedules;

2.A. 3 Update, distribute, and maintain a Project Directory;

2.A.4 Coordinate and document communications with and among NPAC, Design Team, Construction Team, and other stakeholders;

2.A.5 Provide assistance with obtaining permits, utilities, etc.

2.A.6 Assist Architect in reviewing and approving the Contractors’ schedules of values;

2.A.7 Provide job-site administration services as pertaining to prime contractors by developing and implementing an appropriate communication program among NPAC, Architect, Contractors, and Owner’s Representative;

2.A.8 Conduct weekly project meetings with contractors, review job progress, procedures, problems, safety and other important issues; issue meeting minutes;

2.A.9 Attend weekly contractor/subcontractor coordination and safety meetings;

2.A. 10 Attend meetings with NPAC as requested by NPAC;

2.A.11 Assure contractor contractor-supplied schedules are complete and within contract guidelines;

2.A.12 Review biweekly schedule updates from Contractors and document changes in progress, duration, and logic;

2.A.13 Monitor work and assist in the coordination of contractors and work schedules;

2.A.14 Monitor work for compliance with plans, specifications, and contract documents;

2.A.15 Maintain work for compliance with plans, specifications, and contract documents;

2.A.16 Maintain a daily log of manpower, equipment, weather, work in progress, daily photographs, issues, non-compliance items, etc.

2.A.17 Compile and distribute daily construction reports;

2.A.18 Track all shop drawings and submittals to and from design professionals for timely submission and approval;

2.A.19 Expedite RFI’s between Contractor and Architect/Engineers to ensure timely flow of information required to maintain schedule and budget;

2.A.20 Monitor quality assurance and contract document compliance;

2.A.21 Create and track QA logs and rolling punch lists for compliance and completion;

2.A.22 Attend emergency meetings as required by NPAC or the project;

2.A.23 Create a system for monthly reporting to NPAC and create reports for NPAC on a monthly basis;

2.A.24 Review and make recommendations regarding the statue of submittals/approvals as required to meet schedule;

2.A.25 In conjunction with the project team, verify monthly payment applications from contractors. Monthly payment applications to be reviewed, approved, and processed for submission to NPAC for payment;

2.A.26 Monitor processing of field orders; evaluate change order proposals, assist with change order negotiations, and make recommendations for construction change directives and change order approval;

2.A.27 Assist in reviewing claims for time and money and provide recommendations to NPAC;

2.A.28 Assist NPAC with preparing and issuing any required RFP’s for Testing and Inspection, commissioning, etc.;

2.A.29 Monitor safety programs provide by Contractors;

2.A.30 Verify contractor is maintaining active As-Built drawings;

2.A.31 Arrange and conduct pre-final inspection with Architect and the Contractors on a walk-thru basis to prepared for final inspection;

2.A.32 In cooperation with the Architect, create a preliminary punch list of defective or non-conforming work at Substantial Completion for Contractor correction;

2.A.33 Assist Architect in issuance of Substantial Completion Certificate;

2.A.34 Assist NPAC with coordination of personnel during the move-n phase of all work; ;

2.A.35 Create final punch list and monitor completion of punch list items; ;

2.A.36 Monitor production of As-Built drawings for NPAC’s records;

2.A.37 Monitor and secure closeout documents from Contractor;

2.A.38 Obtain and forward to NPAC all applicable final releases, warranties, maintenance bonds, etc.;

2.A.39 Maintain all project files for NPAC’s future reference;

2.A.40 Provide NPAC with copies of final closeout documents, warranties, training, etc.

B. Proposers should be prepared to begin Owners Rep services defined by this RFP on August 1, 2025, for Phase 2.

C. Because the Phase 3 SOW and Phase 4 SOW are not yet clearly defined, NPAC anticipates that it will work with the selected Owner’s Representative on an appropriate fee for those phases of work.

**Section 3.0 Technical Requirements**

A. The Owner’s Representative shall have the organization, human, and technical resources in-house to perform the tasks listed above in an expeditious and economic manner consistent with the interests of NPAC.

B. The Owner’s Representative will be expected to plan, program, administer, manage, and execute its scope of work in accordance with all federal, state, and local laws and regulations.

C. The Owner’s Representative shall have the necessary licenses and authorizations to perform work in the State of New Jersey.

D. The Owner’s Representative will be required to complete a Conflict-of-Interest Disclosure Affidavit affirming that the Owner’s Representative has no conflict of interest with any of the organizations or personnel of the Design or Construction Teams.

E. Prior to the Owner’s Representative gaining access to proprietary information in performing services for NPAC, the Owner’s Representative must agree to protect the information from unauthorized use or disclosure as long as it remains proprietary and refrain from using the information for any purpose other than that for which NPAC furnished it.

F. The Owner’s Representative will supply its own transportation and properly insured vehicles. At no time will the Owner’s Representative use or be authorized to use an NPAC-owned vehicle.

**Section 4.0 Procurement Timeline**

NPAC and the Design Team propose the following dates. However, the dates and times may be changed as the needs of NPAC change.

Contractor Bids Due: June 13, 2025

NPAC Review : June 20, 2025

Contractor Interviews: June 27, 2025

Contract Award: July 7, 2025

**Section 5.0 Administrative Information**

A. NPAC anticipates a multi-year contract term. The contract, including insurance requirements, will be provided by NPAC and is expected to be in a form similar to the draft attached. *Any exception to the sample contract language must be noted in the respondent’s proposal*.

[2025 05 12 Draft Owner's Rep Agreement 05152025.docx](https://newarksymphonyhall1030-my.sharepoint.com/%3Aw%3A/g/personal/shawn_newarksymphonyhall_org/EZ4MrU_HXG5MnOOryjW3JucBNtpzD6yv3FSGC3fIyRQIMg?e=2jaGwr)

B. NPAC intends to select one Owner’s Representative to provide the services requested in this RFP.

C. Proposals must be signed by a person authorized to bind the Owner’s Representative to its provisions for the period identified herein. Prices identified herein shall be stated as “Not to exceed” amounts unless otherwise specified and shall be good for the full term of any Contract. Any proposed price adjustment for potential escalation should be either specifically identified as “included” or specifically identified, including the percentage or amount of adjustment and the applicable contract year for such adjustment. **In no instance shall pricing be increased without an expressed written document signed by both parties**. If surcharges or increases of any type are to apply during the initial term of the contract, the amount and the basis of that surcharge or increase are to be specifically stated within the proposed bid.

D. Proposals must be e-mailed **only to Dr. Shawn L. Roberts at shawn@newarksymphonyhall.org** by the due date specified, with the subject line “Owners Representative Proposal”. There will be no formal bid opening.

E. A selection committee will review and evaluate all replies/proposals for content and may request clarification from or interviews with finalists. The recommendations of this committee will be forwarded to the NPAC President for approval and execution.

F. NPAC and members of the Design Team reserve the right to check all references offered in the response and also any other references, regardless of the source. NPAC will be the sole judge of the completeness of all information requested and submitted by bidders.

G. NPAC reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.

H. NPAC reserves the right to reject any and/or all proposals, to further negotiate with the successful Owner’s Representative, to waive informalities and minor irregularities in proposals received, to accept any portion of the proposal if deemed to be in the best interest of NPAC to do so, to seek clarification through oral discussions, site visits or inquiries about the proposer’s experience with similar projects, to request a Best and Final Offer, and to cancel this project at any time prior to the signing of a contract. This RFP does not represent a guarantee of any contract utilization.

I. **Award of the contract related to this RFP is not based solely on low bid**. An Owner’s Representative will be selected by the Evaluation Team based upon the proposer’s experience and expertise with similar projects, the ability of the proposer to best fulfill NPAC needs and to provide value added services, the completeness of their submittal, and the ability of the proposer to meet the needs of NPAC. This determination will be made solely by NPAC based on the criteria listed below:

40% - Cost

10% - Owner’s Representative’s experience and references

10% - Experience of key personnel designated to this project

30% - Ability of Owner’s Representative to meet NPAC’s needs

10% - Interviews

The results and subsequent recommendations of that evaluation will be reported to the NPAC’s President for selection of a proposer who will be awarded a contract.

J. *If clarifications of Proposals are required, NPAC may, at its option, request a Best and Final Offer from finalist proposers. Such a request will indicate specific areas of the Proposer’s proposal that are in question and include specific response instructions. The Selection Committee will re-score any revised proposals submitted using the original criteria and scoring before making a final decision.*

K. The issuance of this RFP and the receipt and evaluation of proposals do not obligate NPAC to award a contract. NPAC will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response. This procurement may be cancelled at any time by NPAC prior to execution of a contract without any liability to NPAC.

L. The Owner’s Representative shall always operate within all governing laws.

M. **ALL INFORMATION SUBMITTED BY VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION**. Any markings, statements or other indications delineated on the Proposer’s response to this RFP to otherwise identify any information as anything, but public information will be deemed as an erroneous marking and not adhered to in any instance.

N. This Request for Proposal is NPAC’s good faith effort to detail its requirements for qualified Owner’s Representatives to provide proposals for Owners Representative Services. Responses should be prepared simply and contain a concise description of the proposer’s ability to satisfy the requirements of this RFP.

S. Proposers may amend or withdraw a proposal at any time prior to the time and date established for submission of proposals.

**Section 6.0 Proposal Format**

Proposer’s proposal shall consist of the following:

A. Cover letter introducing your organization.

B. Required Company Data:

Company Name

Contact Name

Company Address

Phone Number

Tax Id #

Number of Years in Business:

Contact Email Address:

Website Address:

Name of person who would be “Proposer’s Representative” on any awarded contract

Name and title of person legally authorized to bind/sign contract.

C. Business References: List a minimum of three current business references you have recently provided similar services to, including:

Business Name

Address

Contact Name

Contact Direct Phone #

Contact Email

Scope of Project (Sq Ft and/or Dollar Amt of Contract)

Date Contracted/Date Completed

D. Provide, at a minimum, each of the following:

6.D.1 Succinct description of value-adding services you think NPAC desires.

6.D.2 Brief background of your organization.

6.D.3 Description of the organization’s mission and basic philosophies

6.D.4 Company organizational chart with names, titles, and responsibilities.

6.D.5 Description of projects the organization typically performs.

6.D.6 Description of the organization’s knowledge and experience base.

6.D.7 Description of the organization’s philosophical approach to Owner’s Representative services.

6.D.8 Overview of the organization’s innovative and technological resources.

6.D.9 Description of organization’s experience working with design professionals for renovation of existing facilities.

6.D.10 Resume and specific experience of the proposed Owner’s Representative

6.D.11 3-6 references for projects of similar size and scope

E. Pricing Format. Please list pricing per the details requested below. A sample of the preferred pricing format follows. *Note that a detailed scope of work will be developed with the selected proposer, and a not-to-exceed price inclusive of reimbursable expenses will be negotiated for each phase of the project. Phases may be concurrent.*

6.E.1 Phase 2 For the Arts and Education Lab:

6.E.1.1 On a separate page, but marked “6.E.1.1”, provide an itemized list of all services proposed for the project scope. Be specific about what role or service your firm would provide for each item you propose, i.e., “manage x process”, “facilitate meetings re x”, “coordinate work of X and X”, etc.

6.E.1.2 Provide your best estimate of the number of professional/staff hours anticipated to provide the proposed scope, based on your experience with projects of similar size and structure.

6.E.1.3 Provide the maximum fully burdened labor rate for each labor category proposed. These rates will be firm for at least one year after the contract is signed by NPAC.

6.E.1.4 Itemize additional expenses, including documentation and reimbursable costs anticipated to be associated with managing the project. These rates will be firm for at least one year after the execution of the contract.

6.E.2 Phase 3 For the NPAC Offices, Restaurant Fit Out, and 3rd Floor TV Studio as described in Section 1B:

6.E.2.1 On a separate page, but marked “6.E.2.1”, provide an itemized list of services recommended for the project scope. Be as specific as possible about what role or service your firm would provide for each item you propose, i.e., “manage x process”, “facilitate meetings re x”, “coordinate work of X and X”, etc.

6.E.2.2 Provide the maximum fully burdened labor rate for each labor category proposed. These rates will be firm for at least one year after the contract is signed by NPAC.

6.E.2.3 Itemize additional expenses, including documentation and reimbursable costs (paper, DVD, pictures, etc.) anticipated to be associated with managing the project. These rates will be firm for at least one year after the execution of the contract.

6.E.3 Phase 4 For the Concert Hall, Lobbies, Stairs, Toilet Rooms, Public Corridors, Black Box Theater, Green Rooms, and Support Spaces as described in Section 1B:

6.E.3.1 On a separate page, but marked “6.E.2.1”, provide an itemized list of services recommended for the project scope. Be as specific as possible about what role or service your firm would provide for each item you propose, i.e., “manage x process”, “facilitate meetings re x”, “coordinate work of X and X”, etc.

6.E.3.2 Provide the maximum fully burdened labor rate for each labor category proposed. These rates will be firm for at least one year after the contract is signed by NPAC.

6.E.3.3 Itemize additional expenses, including documentation and reimbursable costs (paper, DVD, pictures, etc.) anticipated to be associated with managing the project. These rates will be firm for at least one year after the execution of the contract.

**AUTHORIZED SIGNATURE**

***The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Owner’s Representative Construction Management Services for Newark Symphony Hall does hereby offer to provide such items and perform services on behalf of NPAC, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.***

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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