

Clinton Street Park

REQUEST FOR PROPOSAL

GENERAL CONTRACTOR SERVICES

September 9, 2022

Prepared by:

**Lehrer Cumming
200 South Avenue East, Suite 302
Cranford, NJ 07016**

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INTRODUCTION

Paterson Habitat for Humanity (hereinafter collectively referred to as “Habitat” or “Client”), request a proposal (“Proposal”) from your firm (“General Contractor”) to provide General Contractor Services (“Services”) required to undertake the construction of a community park at 63-95 Clinton Street (“Project”) in Paterson, NJ.

This Request for Proposal (“RFP”) document and accompanying attachments provide an overview of the Project parameters, responsibilities of the Contractor, and information to be included in Contractor’s Proposal response. **An electronic version of your Proposal is due no later than 10/12/22 at 5 PM to:**

Lehrer Cumming
200 South Avenue East, Suite 302
Cranford, NJ 07016
Matt Haines (mhaines@lehrercumming.com)

Any inquiries for this RFP should be directed via electronic mail to:

Matt Haines (Lehrer Cumming)

mhaines@lehrercumming.com

All discussions and information regarding this assignment, including the contents of this RFP, are STRICTLY CONFIDENTIAL and must be handled by you and your firm in the same manner. The Client considers information heard, obtained from observation or otherwise received to be confidential.

DESCRIPTION OF THE PROJECT

Paterson Habitat for Humanity, in conjunction with the City of Paterson, is transforming a +/- one-acre vacant property into a vibrant community park for the neighborhood. The site, located at 63-95 Clinton Street, is positioned adjacent to a baseball field and the Boys + Girls Club of Paterson.

Key features incorporated in the design include a flexible court with an interactive water feature, a variety of seating, swings, pavement games and space for events, an open lawn for picnics, informal gatherings, game tables and room for a variety of sports and events, and a terraced garden with space for events and a street-level plaza with game tables and seating.

The awarded General Contractor shall coordinate with the Client and the Project Team (as defined below) to identify all Project requirements and establish all General Contractor services to successfully deliver the Project to meet the end-user Program. **Prevailing Wage Labor is required for the project.**

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CURRENT PROJECT TEAM

The Client’s primary Project Team will include the following management, design and technical consultants:

Client	Paterson Habitat for Humanity
Owner’s Advisor	Lehrer Cumming
Landscape Architect	Arterial
LSRP	EW/MA
Civil Engineer	Chisvette Engineering

The term “Project Team” is used hereafter to describe the Client’s internal resources, the consultants listed above and any consultants, vendors or third parties retained by the Client in connection with the Project.

SELECTION PROCESS

Below is an outline of key activities as well as anticipated Durations and Milestone Dates prepared by Lehrer Cumming and included in this RFP as **Attachment 6**.

ACTIVITY	TARGETED DURATION
RFP Issued	9/9/22
General Contractor RFIs Due	9/20/22
RFI Responses Due	9/27/22
Bids Due	10/12/22
Bid Opening & Leveling	10/12/22 – 10/15/22
Award General Contractor	10/15/22
Sub-Contractor Awards/Mobilization	10/15/22 – 11/1/22
Construction Start	11/1/22
Substantial Completion	4/15/23
Punchlist	4/15/23 – 5/15/23
Project Complete	5/15/23

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Evaluation Criteria

Proposals will be evaluated by the County on the basis of the most advantageous submission, all relevant factors considered. The evaluation will consider:

- A. Financial – Unit Prices and Change Order Fee Proposed
- B. Experience - Similar projects and reputation in the field
- C. Knowledge of the area and the subject matter addressed under the contract
- D. Other factors to be demonstrated to be in the best interest of the Client

RFP ATTACHMENTS

In order to provide you with a more complete understanding of the Scope of Work established by the Client, the following documents are attached for your information and use in developing your Proposal.

Attachment 1 – Clinton St Park Bid Sheets

Attachment 2 – Draft Master Services Agreement

Attachment 3 – Clinton St Park Bid Drawings (CDs) dated 8/24/2022

Attachment 4 – Clinton St Park Specifications dated 7/7/2020

Attachment 5 – Clinton St Park Clean Fill Definition

Attachment 6 - Clinton Street Park Milestone Schedule

PERFORMANCE, STAFFING AND SCOPE OF CONTRACTOR'S SERVICES

Performance

- A. The General Contractor recognizes that the Client seeks to establish a professional working relationship and that, if retained for the Project, the General Contractor will consistently furnish its professional skill, technical competency, and sound judgment, consistent with the best interests of the Client.
- B. The awarded General Contractor must be a “team player” possessing leadership and communicative skills necessary to interface effectively with the Client and the Project Team. Although the General Contractor will work under the daily direction of the Client and Lehrer Cumming, it is expected that the General Contractor will establish a strong working rapport with the Project Team.
- C. The awarded General Contractor will be responsible for the quality control of their documents and the required coordination with work of the Project Team.

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Staffing

- A. The General Contractor shall provide a competent team of professionals required to successfully deliver Services and complete the Project. The General Contractor shall designate one individual as the primary point of contact. This individual shall attend all relevant meetings throughout the duration of the Project and shall be responsible to disseminate and coordinate all information and deliverables of the Consultant's team.
- B. The Client reserves the right to interview each of the General Contractor's team members and approve the staff that will be assigned to the Project. If, at the sole discretion of the Client or Lehrer Cumming, any of the General Contractor's personnel is not performing to the expectations of the Client during the course of the Project, the General Contractor shall change such personnel at the request of the Client, at no additional cost or schedule impact.

Scope of Services

The requirements described herein are not intended to limit the professional and fiscal responsibility of the General Contractor on this Project, but should be understood as a general outline of the scope of Services required of the General Contractor. In all circumstances the General Contractor is expected to act in a professional manner in representing the Client. More Specifically:

- A. **Construction Services:** The General Contractor shall take a leadership role and be responsible for all construction activity throughout the Project. Responsibilities shall include, but not be limited to, the following items listed below:
 1. Conduct Bidding and Award of Trade Contracts.
 - a) Prepare proposal to include scope and fee leveling sheets, general conditions for the Project, any special or supplementary conditions, schedules to complete the Work, trade contract and detailed unit cost/labor rate schedules, and early procurement activities for long lead materials and/or trade work.
 - b) Receive not less than three (3) qualified bids for each trade category of Work.
 - c) Directly retain and enter into contracts with all trade contractors. At a minimum, the General Contractor's trade contractor agreement shall be in complete conformance with the requirements of this RFP and the written agreement that the Client and the General Contractor will enter into. There shall be no modifications to the format or provisions included within the base agreements by any of the trade contractors.

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2. Provide Project Control. The General Contractor shall be responsible for all construction-related activities and management of all trade contractors under contract with the General Contractor or other vendors that may be assigned by the Client to the General Contractor. More specifically, the General Contractor shall:
 - a) Supervise the performance of trade contractors and subcontractors and coordinate such performance with the activities and responsibilities of the Client and other Project Team members, to ensure completion of the Project in accordance with the Client's objectives of cost, time and quality. When so directed, and upon written approval, all contractors shall perform work on overtime and the additional cost to the Owner shall be the actual difference between overtime wage costs and regular time wage costs.
 - b) Where the General Contractor has incurred schedule delays due to issues with trade contractor productivity, the General Contractor shall recover the schedule delays through coordination of schedule and logistics; and/or utilize overtime with the applicable trades to recover the prospective delays. Schedule delays must be communicated within five (5) business days of their discovery and any plan of action for recovery must accompany the notice of said delays. For the delays resulting from performance or productivity, no additional cost shall be incurred by the Client and no recovery activities shall commence without written approval from the Client or Lehrer Cumming.
 - c) Integrate the various parts of the Project so that no part shall be left in an unfinished or incomplete condition. The General Contractor shall ensure that all scopes of work and their respective locations are left in a completed condition where there will be no disputes among trade contractors or Client-appointed vendors/contractors as to where demarcations of scope begin and end.
 - d) Reject as required, and replace or correct all work that does not comply with the Contract Documents.
3. Perform General Conditions and Other Work Not Performed by Trade Contractors. The term "General Conditions Work" as used herein shall mean provisions of facilities or performance of work by the General Contractor for items that do not lend themselves readily to inclusion in one of the separate trade contracts. General Conditions Work may include, without limitation, the following: scaffolding; hoists/rigging and temporary elevator; signs; safety barricades; cleaning; landscaping maintenance at the entrance and throughout the Project Site (snow removal, debris removal, etc.); first aid station; trucking; special equipment; temporary protective enclosures; field offices/trailers (including relocations for site logistics as needed within the schedule) and the General Contractor's personnel and related costs thereof; refuse and construction debris removal/disposal; field and laboratory tests of construction materials; storage on-site of long lead equipment and materials; and miscellaneous minor construction work when it is not feasible for the Client to secure competitive bids or proposals thereon. The General Contractor shall provide all supervision, labor, materials, construction equipment and tools that are necessary for the completion of the Project which are not provided by The

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General Contractor's trade contractors or assigned by the Client or included in the General Conditions Work.

4. Provide Cost Control. The General Contractor shall develop and maintain an effective system of cost control that shall be reviewed and approved by the Client and Lehrer Cumming. The General Contractor shall:
 - a) Provide additional construction cost estimates that may be required by the Client, incorporate approved changes as they occur.
 - b) Define the allowances and hold structure required for the Project. Financial monitoring for these placeholders finances to be part of the overall Project Cost Control to allow the Client and Lehrer Cumming to understand real time expenses incurred.
5. Manage Change Orders. The General Contractor shall develop, for the Client's review and approval, a means to identify and control any additional costs that may be incurred during the course of the Project. This shall include a master change order log distributed to the Client and Lehrer Cumming for review and consideration where applicable. Management of change orders requires the General Contractor to verify trade contractors' scope, the contract documents and applicable rates established for monitoring additional costs prior to presenting to the Client and Lehrer Cumming for review. All potential changes orders shall be logged in sequence of date/occurrence and shall include, if applicable, any potential schedule delay impact corresponding to the proposed work.
6. Disburse Payments to Trade Contractors. The General Contractor shall develop, for the Client's review and approval, and implement a procedure for the inspection, processing, and payment of applications by trade contractors for progress and final payments, including obtaining partial or conditional lien waivers prior to all progress payments so as to assure a lien-free Project. The General Contractor shall not unduly delay progress or final payments to trade contractors without notification and explanation to the Client and Lehrer Cumming. If any claim or lien is filed, due in whole or in part to the General Contractor's fault or neglect, the General Contractor shall be responsible to discharge such claim or lien in a timely fashion at the General Contractor's sole cost and expense.
7. Obtain Permits and Approvals. The General Contractor shall obtain all building permits and will ensure that its trade contractors obtain all permits, inspections and sign-offs that are required directly of the trade contractors. Coordinate and manage all required 3rd party special inspections and sign offs.
8. Maintain Quality Control. The General Contractor shall ensure that all Work (including all labor and materials) is free of defects and deficiencies and complies in all respects with the Contract Documents, and with applicable federal, state and local laws and regulations (without assuming the "compliance with laws" responsibilities of other Project Team consultants), and cooperate with the Project Team to facilitate inspections.

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9. Maintain Site Conditions. The General Contractor shall be responsible for maintaining good order and cleanliness of the site at all times, including adherence to all applicable Federal, State and local laws, local utility authorities and the requirements of OSHA, CDC, and other safety and health governing authorities. With proposal response, General Contractor to include their own COVID-19 Site Policies and Protocols for managing trade activities related to this Project.

10. Submit Shop Drawings. The General Contractor shall provide, implement, monitor and supervise a detailed shop drawing submittal approval process. The General Contractor shall provide detailed schedule containing all critical dates of delivery of shop drawings by the Trade Contractors and dates for response by the Project Team. Prior to submitting shop drawings to the Project Team, the General Contractor shall review the documents for general conformance, identify potential problems or critical issues for the Project Team to address, and clearly notify any substitutions. Once reviewed by the Project Team, the General Contractor shall review and flag any mark-ups by the Project Team that may result in added costs to the project.
 - If substitutions occur, GC to provide credits where material or methodology incites a credit from the original proposed scope. No substitution shall incur and additional cost unless required by the Client and confirmed in writing.

11. Coordinate Document Interpretation. The General Contractor shall refer all questions for interpretation of the Contract Documents (including all drawings, specifications, sketches, clarifications, etc.) to the appropriate Project Team members and cooperate with the Project Team in obtaining acceptance of the interpretations. Should the General Contractor find discrepancies in, or omissions from, the Drawings or Specifications, it shall notify Lehrer Cumming and the Architect at once in writing, prior to work being done. Drawings are not to be scaled for information. A copy of the latest set of construction drawings shall be kept at the job site for review by the Owner's Rep or the Architect. Questions relating to the division of responsibilities among Trade Contractors relating to the Contract Documents and Work shall be decided and implemented by the General Contractor. The Client will assume no financial or schedule liability if the required Work is not specifically represented or inferred within one particular portion of the Contract Documents, but is shown or inferred elsewhere, and the General Contractor's trade contractor makes a claim.

12. Prepare Reports. The General Contractor shall be responsible to record the progress of the Work and Project as it relates to all construction activities. Reports shall include comprehensive weekly Project status, monthly cost reports (including change orders), bidding and submittal logs, and all other reports required by the Client. The General Contractor shall call attention to any outstanding change orders, RFIs, or submittals that are presenting schedule impact(s). All reports shall be computer generated and capable of emailing to the Project Team.

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13. Maintain Project Records. The General Contractor shall maintain at the Project site, on a current basis, all project records relating to the Project.
14. Achieve Substantial Completion. The Client & Landscape Architect shall define what level of completion is determined to be substantial completion. General Contractor shall recommend to the Client those portions of the Work to be considered for substantial completion and prepare in writing for Project Team a list of defective, incomplete or unsatisfactory Work items and a schedule for their completion.
15. Achieve Final Completion. The General Contractor shall notify the Client, Lehrer Cumming, and the Architect when it is believed that Final Completion of the Work is achieved. The General Contractor shall provide written notice to the Client and Project Team that the Work is ready for final inspection. Collect all necessary project documentation including record drawings, guarantees, warranties, releases, bonds, waivers, keys, manuals, Consultant punchlist complete sign-off and operational and maintenance procedures.
16. Implement Safety Measures and Security. The General Contractor shall be responsible to maintain site safety procedures including the creation and filing of the Site Safety Plan, and Tenant Protection Plan, and is to ensure that all work activities are conducted in compliance with the safety standards of all authorities having jurisdiction over site safety. The General Contractor shall properly notify the Client and Lehrer Cumming immediately of any incidents and provide adequate security of the site at all times.
17. Conduct Inspections. The General Contractor shall arrange for and obtain all necessary inspections and sign-offs from the trade contractors and vendors for submission to appropriate governmental authorities.
18. Provide Additional Construction Services. General Contractor to accommodate any additional meetings or updated reports/documents required at no additional cost and are considered the General Contractor's cost of the work.

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PROPOSAL CONTENTS

As part of the Client's assessment process, the following information is to be included, as a minimum, in the General Contractor's response to this RFP. If there is additional content that you believe should be considered, attach such documentation as an exhibit to your primary response.

- A. **Company Overview:** Provide a brief overview of your company including:
1. Description of company ownership type.
 2. Age of company.
 3. Organizational structure and key personnel, including professional staff and qualifications.
 4. List of subsidiaries/affiliates (if any).
 5. Describe your firm's professional background and qualifications, including affiliations, associations and/or professional organizations.
 6. Similar projects completed
- B. **Scope of Services:** General Contractor shall acknowledge its capability to perform the Scope of Services defined in this RFP and required to successfully complete the Project and provide a written Scope of Services as part of its Proposal response. **If General Contractor takes exceptions to any of the Scope of Service requirements defined in this RFP, such exceptions must be clearly noted in your Proposal.** Conversely, if there are additional services which you believe are required or value added to the Project, specify such items and corresponding cost within your response.
- C. **Draft Schedule:** General Contractor to provide high level summary and milestone dates to demonstrate path for how project will be completed for May 2023 opening.
- D. **Project Team:** Provide a specific team organizational chart outlining the individuals you propose for this Project, their specific roles and responsibilities and main point of contact for the Project.
- E. **Insurance Capabilities:** State your basic insurance coverages, including carriers, rating, type, limits of coverage, and bonding capabilities.
- F. **Material Exceptions to Draft Agreement:** Include a written response to any material exceptions your firm may have regarding the attached draft Agreement. The Client requires execution of the Agreement promptly following award of assignment; therefore, your response to this portion of the RFP will be a significant factor for the Client in determining the appropriate firm for the Project.
- G. **Unit Rates:** Agreed upon rates and proposal for the cost of the work shall not be modified or changed; the agreed upon cost of the work as outlined by the successful GC shall not be subject to material escalation, fuel costs, labor availability, etc. and shall be maintained through completion of the Project.

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COMPENSATION PROPOSAL

Your submitted compensation proposal will be held binding for ninety (90) days following the due date of the entire Proposal. The General Contractor further declares that careful examination of this RFP has occurred, and hereby offers to provide all required Services to successfully complete the Project stated in this RFP to the highest industry standard whether or not specifically addressed in this document.

Basic Services Fee: General Contractor will be compensated on a Stipulated Sum basis for Services related to the Project (“Basic Services Fee”).

For comparison purposes, the Consultant shall provide a breakdown of its Basic Services Fee as outlined in **Attachment 1 – GC Bid Sheet Pricing Form**. The General Contractor warrants that its Basic Services Fee meets the intent of this RFP for full-scope Services and is inclusive of any applicable sales taxes for Services. The General Contractor’s proposed Basic Services Fee will be understood as all-inclusive, including the performance of Services, which may not be specifically outlined in this RFP.

Change Orders: Should other services be required in addition to the Services outlined in this RFP or there is a material increase to the Services (“Change Order”), the General Contractor shall be compensated for such Additional Services on a lump sum or hourly, not-to-exceed fee basis, as determined by the Client. The General Contractor shall clearly define in its Proposal any Additional Services that should be considered or are believed to be required outside the scope of this RFP.

The General Contractor warrants that its Change Order Fee meets the intent of this RFP for full-scope Services and is inclusive of any applicable sales taxes for Services. The General Contractor’s proposed Change Order Fee will be understood as all-inclusive, including the performance of Services, which may not be specifically outlined in this RFP and/or subsequent minor revisions to the Consultant’s work and or documents that may be required.

The General Contractor shall include in their proposal their proposed mark-up %’s that will be attributed to Change Orders, as well as agreed upon Unit and Labor Rates from Sub-Contractor’s that will remain valid for the entirety of the project.

Hourly Billing Rates: General Contractor shall submit, as part of its Proposal, gross hourly billing rates inclusive of overhead & profit for all personnel classifications, which will be engaged on the Project. Hourly billing rates will be used if client chooses to compensate General Contractor for Additional Services on an hourly basis.

Reimbursable Expenses: All reimbursable costs should be factored into the proposal issued by the General Contractor. The Client will not be accepting any reimbursable costs prior to award through completion of the Project.

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ADDITIONAL PROVISIONS

- A. **Proposal Validation:** General Contractor warrants that its response to the RFP is true and valid, and that the high standards of performance expected by the Client will be achieved. If there are any changes to the initial information provided, it is the General Contractor's responsibility to notify the Client immediately in writing of such changes. Any discrepancies in information will be noted as misleading and may, at the Client's sole discretion, disqualify the General Contractor from further consideration.
- B. **Confidentiality:** General Contractor hereby acknowledges that any and all information, drawings, documents, technical or financial information or electronic data, including any trade secrets or information regarding the processes, technology, products or business plans of the Client, are the Client's proprietary confidential information, and shall be held in strict confidence and shall not be disclosed to any third party without the prior written consent of the Client.
- C. **Inquiries and Changes to RFP:** Any inquiries should be directed via electronic mail to Matt Haines (emails listed in RFP introduction) of Lehrer Cumming by what date?. To ensure fairness and equal information to all firms that received this RFP, any material changes to the information contained in this RFP will be issued by Lehrer Cumming in writing and shared with all participants, as deemed appropriate, by what date?.
- D. **Agreement/Contract Award and Assignment:** This RFP, your Proposal response, and subsequent documents gives rise to no contractual obligations or offers, implied or otherwise. The Client reserves the right to reject any and all offers, to proceed without reliance upon these documents, and ultimately to execute the attached Agreement with a General Contractor who best satisfies the interests of the Client. If your firm is selected, this RFP and its attachments, your Proposal, and subsequent documents may become part of the Agreement between the Client and your firm. The Client reserves the right to assign any future Agreement with the successful General Contractor, in whole or in part, to another Client-related entity or representative, as the Client deems appropriate.
- E. **Cost of Proposal Response:** The General Contractor is responsible for all expenses incurred in the production of its Proposal. The General Contractor's Proposal and all accompanying documents will become the exclusive property of the Client and will not be returned.