

REQUEST
FOR
OWNER’S REPRESENTATION SERVICES
FOR CONSTRUCTION
OF
THE DELAWARE RIVER TRAIL – ON-ROAD SECTION
(Washington Ave. to Spring Garden St.)

Release	9 September 2019
Questions Due	25 September, 2019 5:00pm EST
Answers	27 September 2019
Proposals Due	4 October 2019, 5:00 EST
Interviews	7-9 October 2019
Selection	11 October 2019

Respondents will provide two (2) hard copies and one (1) electronic version of their proposals to the offices of the Delaware River Waterfront Corporation, 121 North Columbus Boulevard, Philadelphia PA 19106 by 5:00pm EST on 4 October 2019. Please label proposal clearly “Proposal for Owners Representation Services – Delaware River Trail On-Road Section” ATTN: Christopher R. Dougherty, Planner & Project Manager.

ISSUED BY:



1. INTRODUCTION:

The Delaware River Waterfront Corporation (DRWC) exists to expand public access to Philadelphia's waterfront while advancing the overall connectivity goals of the *Master Plan for the Central Delaware*, adopted in 2012. As a quasi-governmental 501c3 non-profit, the Delaware River Waterfront Corporation plans, designs and builds a host of streetscapes, parks and other amenities on behalf of the City of Philadelphia, its residents, and visitors.

DRWC has designed and implemented improvements to key pedestrian connections such as the Race Street Pier and Connector, Washington Avenue Pier, Cherry Street Pier and the Spring Garden Street Connector among others to further the *Master Plan's* vision of vibrant and walkable waterfront. Another central feature of the *Master Plan* was the concept of a continuous riverfront trail, running along the river's edge wherever possible, known as the Delaware River Trail. DRWC has completed small segments of the trail between Spring Garden Street and Ellen Street, from Sugar House Casino through Penn Treaty Park, and from Tasker Street to Pier 70 Boulevard along the river's edge in South Philadelphia. DRWC is now preparing to construct the longest segment of trail, running between Washington Avenue and Spring Garden Street. Known as the Delaware River Trail On-Road (DRTO), it will consist of a reconfigured eastern side of Columbus Boulevard to allow for the construction bi-directional cycle track, buffer plantings and a concrete pedestrian walkway.

To assist with this effort, DRWC is looking to identify an effective Owner's Representative to prepare, plan and coordinate all aspects of construction in close coordination with a Contractor to be determined.

2. TERMS:

The following terms will be used in this RFP to denote key project management elements:

- (a) **Project:** The Delaware River Trail (On-Road Section)
- (b) **Owner:** Delaware River Waterfront Corporation
- (c) **Owner's Project Manager:** Christopher R. Dougherty
- (d) **Design Team:** Collective of engineers and landscape architects from NV5 and JMT designing on behalf of DRWC.
- (e) **Contractor:** The entity executing construction according to the 80 percent completed Contract Documents. The Contractor will be selected separately.
- (f) **Owner's Representative:** Will liaise with the Owner's Project Manager, the Construction Partner, the Design Team, external agencies, neighbors and other DRWC staff to deliver the project within an 18 month period while mitigating disruption to our neighbors and the general public.
- (g) **Contract Documents:** Plans and Specifications provided in the Appendix A.



Figure 1: Depiction of future trail conditions at Callowhill Street.

3. PROJECT OVERVIEW

The project to be managed involves the demolition and reconstruction of the eastern side of a major arterial state route (SR 2001), Christopher Columbus Boulevard, for approximately 1.9 miles from Washington Avenue to Spring Garden Street to accommodate an asphalt multi-use trail, planting beds, solar lighting and a pedestrian footway. Please see the typical cross section in Figure 1. In most cases, the vehicular travel way will not be impacted by our work. All work will occur in the right-of-way of Columbus Boulevard—a busy arterial with 24,000 AADT adjacent to residential, commercial and recreational contexts. Managing the unique requirements of each specific adjacent property owner with tact and aplomb will be a critical duty of the Owner’s Representative.

Moreover, the Owner’s Representative, along with the Construction Partner, will coordinate effectively and efficiently with PennDOT and the Philadelphia Department of Streets. Additional coordination with the Philadelphia Water Department, private residential or condominium communities, private businesses, restaurants, the Hilton Hotel, the United States Coast Guard Marine Security Office, Philadelphia Regional Port Authority, CONRAIL, PECO, PGW and telecom providers is also expected as part of the project. Construction is expected to begin in early 2020 and last approximately 18 months.

4. SPECIFIC SCOPE OF WORK

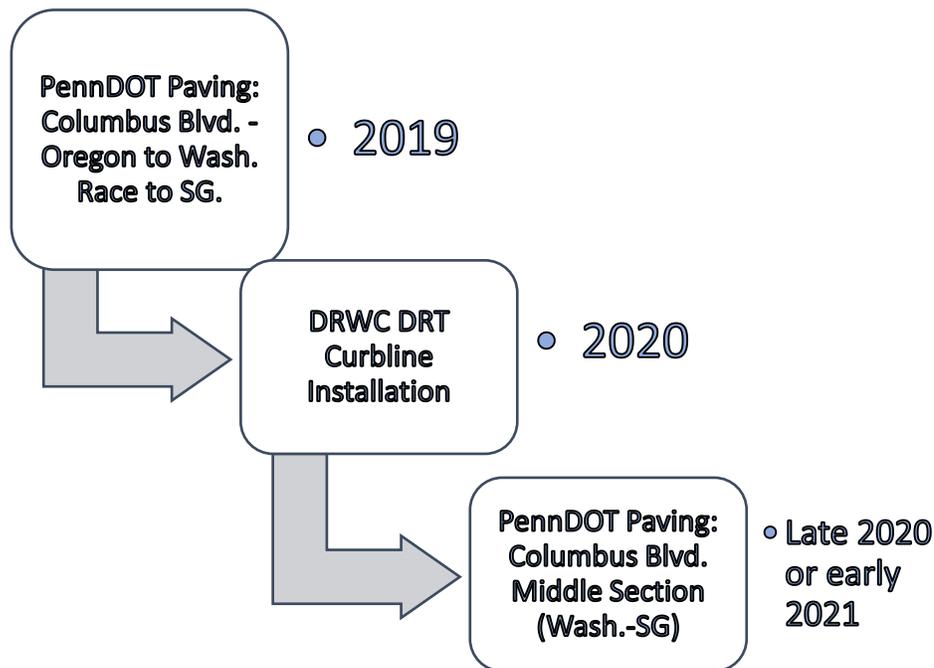
DRWC's Owner's Representative duties will be extensive and may include, but shall not be limited to:

- Assisting with the evaluation and selection of a Contractor;
- Coordinating with the Design Team, external city and state agencies and neighbors to assure adherence to project schedule and design standards;
- Attend progress meetings;
- Manage project accounting and overall progress;
- Coordinate the procurement of owner furnished equipment and materials;
- Provide quality assurance oversight on a daily basis;
- Review pay applications, manage change order requests and negotiation;
- With DRWC communications staff, clearly communicate disruptions, detours and other project impacts to waterfront businesses and residents. Excellent communication abilities and a talent for rapid, creative and decisive troubleshooting will be an absolute requisite.

DRWC wishes to make all proposers aware of the following special terms and conditions for this project. Please read these carefully as they will require careful coordination.

- Coordination with PennDOT Resurfacing Project

A full milling and repaving of Columbus Boulevard was scheduled for spring 2019. At DRWC's request, the portion of this contract between Washington and Columbus was removed pending the reconstruction of the curblines associated with the Delaware River Trail – On-Road Section. It is anticipated the remainder of this repaving will occur in the 2nd or 3rd Quarter of 2020. **Therefore, the point of joint concern between these two projects is the new extent of curblines which must be installed before the resurfacing project.**



With this remaining paving work to occur in 2020, Construction Partners will be bound to prioritizing the curblines construction at the earliest possible date. DRWC’s Owner’s Representative will be critical in synchronizing these two projects.

- **Changes to Roadway Dimensions**

To better accommodate the trail and reduce mixing of bicycles and pedestrians, PennDOT has allowed for the modification of the travelway/curblines in the vicinity of Callowhill Street. This will not only widen conditions for the trail but also alter the eastbound travelway slightly. Proposers are urged to review the Contract Documents for specifics.

- **Central Access Philadelphia (“CAP”) Project**

A portion of the project will pass underneath the future site of the Central Access Philadelphia “CAP” Project which will create a new “lid” park overtop I-95 from Chestnut to Walnut Streets from Front Street to the River, replacing the Great Plaza at Penn’s Landing. Major work on the CAP is scheduled to begin in late 2021. The trail should be completed prior to the start of construction and no substantial coordination between the two projects is expected.

- **Residential and Commercial Neighbors**

This project is to be built in its entirety in the legal Right-of-Way of Columbus Boulevard as defined by PennDOT and the Department of Streets Plans. As such, we have not occupied nor acquired any private property for trail purposes. Nevertheless, our construction impacts to adjacent installations, port facilities, residential communities, business and DRWC’s own operations must be carefully mitigated. The Owner’s Representative (and Contractor) should be especially attuned to impacts affecting the residences at Piers 3 and 5 and Dockside Condominiums and the residents’ ingress and egress of the buildings.

- **Demolition of Tram Tower Structure Coordination**

In addition to the construction of the trail, the bid package for the DRT includes demolitions plans (at roughly 70% completion) for the removal of the tram tower currently located at Penn's Landing. The Owner's Representative may be called upon to provide assistance with the preparation of documents, permits, and oversight of the demolition of this large concrete waterfront structure.

DRWC's Owner's Representative shall provide sufficient organization, skilled personnel, and management to perform the services required. The Owner's Representative shall supply all labor services, supplies, materials and equipment to complete the work using the Owner's Representative's best efforts, skill, judgment, and abilities. DRWC retains the authority over approvals and signature authority for the expenditure of funds.

The Owner's Representative's scope of services may change during the project at the need and direction of DRWC. Amendments or alterations to the contract may also occur.

All work and services shall be conducted in compliance with all applicable federal, state and local laws, regulations, and codes.

The Owner's Representative firm shall be DRWC's agent, consultant, advisor, and authorized representative through all phases of the project through completion.

5. PROJECT PHASES AND DELIVERABLES:

Owner's Representative services are to be segmented according to the following phases.

- 1.) Bidding/Award Phase (Assume 2 months)
- 2.) Construction Phase (Assume 18 months)
- 3.) Closeout Phase (Assume 1 month)

The following activities are representative of the types of services that may be provided by the DRWC Owner's Representative according to the Phases above:

- A. Gain intimate knowledge of project, players and design evolution while assisting with resolution of any outstanding technical or regulatory issues otherwise preventing the issuance of a bid solicitation.
- B. Advise in the selection of the overall Contractor and facilitate DRWC's arrival at a guaranteed maximum price for the construction of the Project.
- C. Serve as the DRWC's program manager for the Project, including daily communications with the Construction Partner and at minimum weekly Owner-Architect-Contractor (OAC) meetings; Maintain clear lines of communications between the DRWC, Philadelphia Streets Department, PennDOT, utilities and the various Project stakeholders; Coordinate submittal reviews; Provide project management, project design review and evaluation, value engineering, bid evaluation, project schedule analysis, cost-benefit analyses, constructability reviews, and peer reviews. Review the master project schedule and other schedules prepared by others and provide comments thereon. Coordinate the master project schedule with construction and procurement schedules of others.
- D. Review drawings, specifications, bid packages and make recommendations for changes as necessary to ensure the documents are in conformance with project requirements.
- E. Develop digital tools needed for the distribution of critical project technical data and for the tracking of overall construction progress;

- F. Provide project management, project design review and evaluation, value engineering, bid evaluation, project schedule analysis, cost-benefit analyses, constructability reviews, and peer reviews. Review the master project schedule and other schedules prepared by others and provide comments thereon. Coordinate the master project schedule with construction and procurement schedules of others. Review drawings, specifications, bid packages and make recommendations for changes as necessary to ensure the documents are in conformance with project requirements.
- G. Attend and conduct (as required) project meetings with staff, contract service providers, oversight committees, community groups, civic associations, government boards and other public forums.
- H. Review pay applications, construction progress and make recommendations on payment.
- I. Coordinate the procurement of owner furnished equipment and materials, as required.
- J. Review and provide evaluation/analysis of claims or value engineering proposals submitted by contractor and manage the negotiation of change order requests and change orders as they impact the DRWC.
- K. Monitor quality assurance and overall contract compliance and report discrepancies to DRWC and Contractor.
- L. Provide limited construction inspection of structures and systems;
- M. Review the contractor's site specific safety and MPT plans and provide comments thereto. Advise the DRWC and the Contractor of any observed safety concerns.
- N. Assist the Design Team with observations to determine the dates for substantial and final completion of contractor's work. Coordinate with the Design Team and Contractor to verify that final punch list items have been addressed.
- O. Review construction bonds and insurances to assure conformance with DRWC requirements.
- P. Participate in project final inspection and provide recommendation to DRWC of project Final Completion.
- Q. Work with the Delaware River Port Authority (DRPA) to scope and execute a demolition of a reinforced concrete tramway foundation currently located at Penn's Landing.

6. COMPENSATION AND TERMS OF PAYMENT

A. General. The consideration for all work or services performed or supplied will be paid by the DRWC as set forth in Appendix B: Terms of Payment.

B. Subcontractor's Payment. If Owner's Representative engages any subcontractors to perform any of the work or services, the Owner's Representative shall not markup work performed by its subcontractors. Owner's Representative shall pay any such subcontractor within ten days (or such shorter period as required by law) of the Owner's Representative's receipt of payment by the DRWC for undisputed services provided by the subcontractor.

C. Reimbursable Expenses. Reimbursable expenses include the following ordinary, necessary, and reasonable expenses incurred by the Owner's Representative and its subcontractors related to the work:

- Owner-authorized out of town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with DRWC’s employees travel reimbursement policies.
- Long distance telephone services, dedicated data and communication services, teleconferences, project web sites and extranets;
- Owner requested printing, reproductions, plans and standard form documents;
- Postage, handling and delivery of Instruments of Service as requested by the Owner.
- Renderings, models, mockups, professional photography, and presentation materials (i.e. computer studies, videos or CDs) requested by DRWC.

7. PROPOSALS

Please submit no more than two (2) typewritten, bound in 8.5” x 11” proposals identified by the name of the respondent as well as “**Delaware River Trail On-Road Section Owner’s Representation Services**”. Please submit these by 5:00pm on 4 October 2019.

Proposal should be concise and contain, at minimum:

- a statement of your understanding of the extent and complexity of this effort;
- specific skills, strengths or qualities you or your firm will employ in the management of this construction effort; and
- a demonstration of your suitability for this type of high public profile streetscape work along with experience working with contractors, designers as well as the regulatory agencies involved—Philadelphia Streets Department and PennDOT District 6-0.
- Three (3) references of your recently completed projects of similar size and complexity. Please explain project challenges and resolutions.
- Costs for services itemized by Preconstruction Phase, Bidding/Award Phase, Construction Phase, Closeout and Demolition Phases as directed in Appendix B: Terms of Payment.
- Staff and billing rates for each phase.

8. PROCUREMENT SCHEDULE

Release	9 September 2019
Questions Due	25 September, 5:00pm EST
Answers	27 September 2019

Due	4 October 2019, 5:00 EST
Interviews	7-9 October 2019
Selection	11 October 2019

9. INTERVIEWS AND SELECTION

DRWC may interview one or more of the proposers between 7-9 October 2019.

1. **Interviews.** The purpose of the interview will be to meet the proposed project team, become familiar with key personnel, and understand the project approach and ability to meet the DRWC's stated objectives for the Project. Please be prepared to discuss with specificity the firm's capacity to conduct the services in compliance with the Special Conditions.
2. **Negotiation.** If an interview is desired, the DRWC shall negotiate a contract with any or all firm(s) deemed qualified to perform the owner's representative services. Contract negotiations shall be directed toward: (a) ensuring that the firm and DRWC have a mutual understanding of the essential requirements involved in providing the Services; (b) determining that the firm will make available the necessary personnel, equipment, and facilities to perform the Services within the timetable (c) agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the Services. The DRWC will select the firm it determines best meets its needs upon completion of the negotiation(s).

10. INSTRUCTIONS FOR SUBMISSIONS

A. **Submission.** Please provide two (2) sealed and one (1) electronic proposal by 5:00 p.m. EST on 4 October 2019 to:

Christopher R. Dougherty, Planner/Project Manager
Delaware River Waterfront Corporation
121 N. Columbus Blvd.
Philadelphia, PA 19106

Please note, a fully completed Appendix B: Terms of Payment is to be returned with your narrative proposal.

B. **Questions; Inquiries.** Questions regarding interpretation of the content of this Request for Proposal must be in writing and directed to: cdougherty@drwc.org by 5 p.m., 25 September 2019. Answers will be posted to DRWC.org on 27 September 2019.

C. Communications. Firms considering responding to this RFP are strictly prohibited from communicating with any other member of the DRWC's Board or staff, as all questions should be directed to the person identified in Section 8.B above.

D. Amendments. This RFP shall be modified only by a written amendment issued by the DRWC. It is the responsibility of the proposers to verify that they have received and incorporated into their responses, all changes due to amendments issued to this RFP.

E. Cancellation; Rejection. The DRWC reserves the right to cancel at any time for any reason this solicitation and to reject all proposals. The DRWC shall not have any liability to any proposer arising out of such cancellation or rejection. The DRWC reserves the right to waive minor variations in the selection process.

F. Proposer Costs. The DRWC assumes no responsibility for costs incurred in the preparation, presentation or submission of the proposals, interview, and contract negotiation including any expense for travel.

11. APPENDICES:

- (1) APPENDIX A: CONTRACT DOCUMENTS (PLANS + SPECIFICATIONS)
- (2) APPENDIX B: TERMS OF PAYMENT

Appendix B: Terms of Payment

Section 1. Maximum Contract Sum. _____ hereby agrees to execute the work outlined in Section 5: Deliverables for total, maximum, not-to-exceed amount of money _____ Dollars (\$_____.00). Total billings for authorized work performed by the Owner’s Representative shall not exceed this maximum contract sum.

The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the DRWC.

Section 2. Lump Sum Itemization

2.1 Proposed lump-sum fee for a two (2) month Bidding/Award Phase identified in Section 5: _____ Dollars (\$_____.00) Fifty percent (50%) of the Maximum Contract Amount will be paid upon completion of the Bidding/Award Phase, i.e. successful arrival at the overall Project Guaranteed Maximum Price (PGMP)

The foregoing lump sum fee is for Bidding/Award Phase services is based upon an expectation of the following job positions/individuals working the following number of hours:

Number	Hourly	Position	Name	Hours	Rate	Cost

2.2 Proposed lump sum fee, **to be billed on a monthly basis** up to ninety percent (90%) of the Maximum Contract Sum for an eighteen (18) month Construction Phase as identified in Section 5 _____ Dollars (\$_____.00). The Construction Phase begins when there is daily on-site oversight, from the date Notices to Proceed are issued through the date to be identified in the bidding documents for substantial completion.

Note that in the event there is delay in achieving substantial completion, there shall be no additional fee unless Owner and Architect agree that such delay, through no fault of the Owner's Representative, results in a substantial increase in the number of hours incurred by the Owner's Representative, in which case the parties may negotiate an additional fee.

The foregoing fee for Construction Phase services through substantial completion is based upon an expectation of the following job positions/individuals working the following number of hours:

Number	Hourly	Position	Name	Hours	Rate	Cost

2.4 Proposed lump sum fee, up to one hundred percent (100%) of the Maximum Contract Sum, for a one (1) month Closeout Phase as identified in Section 5 _____ Dollars (\$_____.00) Phase beginning at substantial completion and ending at punchlist walkthrough.

The foregoing lump sum fee for Closeout Phase services is based upon an expectation of the following job positions/individuals working the following number of hours:

Number	Hourly	Position	Name	Hours	Rate	Cost

2.5 Proposed lump sum fee to scope and execute a demolition of a concrete waterfront structure identified in Section 5 _____ Dollars (\$_____.00)

The foregoing lump sum fee for Demolition services is based upon an expectation of the following job positions/individuals working the following number of hours:

Number	Hourly	Position	Name	Hours	Rate	Cost