

ANNOUNCEMENT

REQUEST FOR PROPOSALS

COST ESTIMATING

The Delaware River Waterfront Corporation (DRWC) is hereby seeking responses from reputed, qualified and experienced firms for cost estimating for the Penn's Landing Cap and Civic Space (I-95 Central Access Philadelphia-CAP).

Attached is information relating to submitting a proposal including specific requirements.

Electronic responses must be received by **Monday, November 30, 2020 at 4:00 P.M. EST**. The proposal should be sent either as an email attachment or sent as a FTP/Dropbox link to: lwoods@drwc.org

If you have any additional questions, please contact Ms. Woods at: lwoods@drwc.org

PROJECT BACKGROUND

The Master Plan for the Central Delaware, a plan for the redevelopment and revitalization of six miles of Central Delaware River waterfront in Philadelphia, was released in October of 2011 and adopted by the Philadelphia City Planning Commission in March of 2012. This plan makes recommendations for a wide range of waterfront improvements including new development, open space, transportation networks, and programming. Both the full 300-page Master Plan as well as the 24-page Summary Report can be downloaded here: <http://www.delawareriverwaterfront.com/planning/masterplan-for-the-central-delaware>.

Over the past six years, the Delaware River Waterfront Corporation has been responsible for the implementation of the Master Plan. It has built new parks, trails, and connector street improvements including the Race Street Pier, Washington Avenue Pier, Pier 68, Spruce Street Harbor Park, and Cherry Street Pier, all with the goal of providing a diverse range of places and activities to draw people to the waterfront. In addition to the new public space and public realm improvements completed by DRWC, the Master Plan proposed a vision for a strategic and dramatic infrastructure move at Penn's Landing: new cap over I-95 and Columbus Blvd that would reconnect the city to the river through a spacious green park, sloping towards the river, connecting Chestnut and Walnut Streets from Front Street to the Delaware River.

In 2013, DRWC hired a team led by HargreavesJones to test the economic and engineering feasibility of the original master plan concept for this new public space at Penn's Landing. By constructing a new and expanded cap over I-95, the study confirmed that creating a new 12-acre civic space, framed by development that provides the necessary density and activity to support the associated public space, was possible. This newly created public space is meant for all Philadelphians and visitors, and hopes to draw people from every corner of the city and beyond by creating a meaningful and successful civic space that can host any number of uses like large-scale performances, ice skating, yoga, or simply enjoying the river views. The Penn's Landing Feasibility Study can be found here: <https://www.delawareriverwaterfront.com/planning/projects3/penn-s-landing/penn-s-landing-feasibility-study2>. DRWC used the results of this study to partner with PennDOT, the City of Philadelphia, and several philanthropic organizations to make this project a reality and advance it to where it is today: a fully funded project in final design through PennDOT and its design team.

The I-95 Central Access Philadelphia (I-95 CAP) Project is a proposed 11.5-acre signature park spanning over I-95 and Columbus Blvd. between Walnut and Chestnut Streets and from Front Street to the Penn's Landing waterfront. Approximately half of the park will be on a new bridge structure and the other half will be on earth fill. Several critical park program elements sit atop the proposed structure which includes a series of custom planting troughs to allow for the installation of trees and utilities in a way that minimizes the top side finish surface profile. The design of all park program elements will need to be carefully coordinated across all disciplines of the design team to ensure a fully integrated system that works with the tight vertical constraints.

PROJECT SCOPE

COST ESTIMATING (TOPSIDE IMPROVEMENTS ONLY)

Consultant shall prepare a budgetary estimate based on the current park concept and evaluate on a cost/sf basis up to three conceptual design alternatives for the pavilion and café buildings. Consultant shall also provide detailed cost estimates for the top side improvements at 30%, 60% and 90% design. Additionally, the consultant shall assist with costing of design options and value engineering as needed between milestone estimates.

The cost estimates for structural bridge deck and waterproofing, retaining walls holding the earth-fill portion of the park, relieving platform and pile supports, major civil utility runs and transportation engineering will be done by others.

The cost estimates shall provide comprehensive quantity and unit pricing broken out by areas outlined by the design team and by division of work. Estimates shall also include a detailed breakdown of all burden items such as general conditions, contingency and escalation.

All estimates must conform to PennDOT's cost estimating format.

Other Notes:

- Policies for the development of construction plans and other documents, design items and special provisions are provided in:
 - PennDOT Publication 51, Plans, Specifications and Estimate Package – Delivery Process Policies & Preparation Manual; specifically:
 - o Chapter 9 - Special Provisions
 - o Chapter 10 – Design Items
 - o Chapter 13 – Cost Estimate

SCHEDULE

Consultant Selection Schedule:

11/2/2020	Request for Proposals released
11/30/2020	Responses due to DRWC

Project Schedule:

A 12-18 month project design schedule is anticipated with construction lasting 36 months. The project schedule will be developed after a team has been selected and are able to coordinate with Pennoni and its landscape architecture consultant, HargreavesJones and its architecture consultant, KieranTimberlake.

FEE:

Fee proposals shall be broken down by milestone deliverable and include reimbursable expenses:

- Budgetary Concept Design estimate including costing of design options and value engineering.
- 30% Design estimate including costing of design options and value engineering.
- 60% Design estimate including costing of design options and value engineering.
- 90% Design estimate including costing of design options and value engineering.

Trips – include (6) coordination meetings in New York City or Philadelphia. Provide as a separate lump sum cost.

SUBMITTAL CONTENTS AND REQUIREMENTS**1. Letter of Transmittal** including:

- A statement indicating your understanding of the work to be performed;
- An affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- The firm's contact person concerning the proposal and a telephone number and email where that person can be reached.
- Complete itemized summary of services to be provided and their costs.

2. Qualifications including professional practice, areas of specialization, practice philosophy, and project/client mix as well as examples of a minimum of three (3) projects conducted by the firm of a similar scope. Please disclose any professional engagements, relationship, conflicts of interest or potential conflicts of interest with developers of projects, their contractors, subcontractors and consultants that might impact the project, both as it relates to design and construction.**3. Project Team**, including:

- Team organization/organization chart
- Services to be provided by each team member
- Technical resources
- Key principal, project, technical, and support personnel with resumes showing experience with similar projects
- Statement regarding proposed Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") participation

4. References

List three references for the prime consultant indicating project names, firm's role, total design fee, start and completion dates, and full client contact info (including telephone and email).

5. **Fees:** Submit Fee Proposal which includes the following:

- Fee proposal, broken down by deliverable
- Allowance for reimbursable expenses
- Hourly rate schedule for additional services

6. **Schedule:**

The project schedule will be driven by the PennDOT-led design and construction process, which will have clear deadlines and dates for critical path design decisions that will need to be factored into an overall schedule for this DRWC-led effort. The project schedule will be developed after a team has been selected and are able to coordinate with Pennoni and its landscape architecture consultant, HargreavesJones and its architecture consultant, KieranTimberlake.

7. **MWDBE Participation**

DRWC encourages the response and inclusion of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in its contracts. The goal of DRWC is to ensure that all businesses desiring to do business with DRWC have an equal opportunity to compete by creating access to DRWC's contract opportunities by M/W/DSBEs and meaningfully increasing opportunities for the participation by M/W/DSBEs in DRWC's contracts at all tiers of contracting.

Respondents to this RFP should provide a description of any efforts it has made within its company and proposal which will help DRWC achieve these goals. These efforts may include, but are not limited to the following:

1. A description of respondents written diversity program identifying the race, gender and ethnic composition of its board of directors
2. Firm employment profile
3. A list of all M/W/DSBE vendors that the respondent does business with and a statement of the geographic area(s) where its services are most concentrated
4. A description of the respondent's efforts to maintain a diverse workforce, to maintain a diverse board of directors or administer a fair and effective M/W/DSBE contracting process.

Respondents should fill out and attach the Solicitation for Participation and Commitment Form, found on the DRWC website RFP page, for any M/W/DSBE firms that will be working on the project.

8. **Administrative Forms:** The following forms, found on the DRWC website RFP page must be filled out and submitted by all individuals and/or firms, including sub-consultants:

- a. Campaign Contribution Disclosure Forms
- b. DRWC Conflict of Interest Form
- c. Solicitation for Participation and Commitment Form

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SELECTION PROCESS

DRWC staff will review the responses together with members of the PennDOT design team, including Pennoni, Hargreaves Jones, and Kieran Timberlake. DRWC reserves the right to ask for more information or additional questions of one or more respondents. After reviewing all responses, DRWC staff will make a recommendation to DRWC's Board of Directors, who will ultimately approve the final selection. The staff of the DRWC will finalize the scope of work and execute a contract, in a form satisfactory to both parties.

RESERVATION OF RIGHTS AND SELECTION CRITERIA

Reservation of Rights

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any proposals if, in the DRWC's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the DRWC's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the DRWC's best interest to do so;
- (d) To reject the proposal of any respondent that, in the DRWC's sole judgment, has been delinquent or unfaithful in the performance of any contract with the DRWC or with others, is financially or technically incapable or is otherwise not a responsible respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any proposal which, in the DRWC's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the DRWC, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;

- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the DRWC's sole judgment, material to the proposal;
- (g) To permit or reject at the DRWC's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- (h) To request that some or all of the respondents modify proposals based upon the DRWC's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by the respondent;
- (j) To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each respondent as the DRWC, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the respondent's qualifications.

Contract Negotiation and Award

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

The DRWC reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the DRWC may require, at any time prior to execution of a final contract. The DRWC may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, the DRWC shall not be obligated to inform other respondents of the changes, or to permit them to revise their proposals in light thereof, unless the DRWC, in its sole discretion, determines that doing so is in the DRWC's best interest.

In the event negotiations with any respondent(s) are not satisfactory to the DRWC, the DRWC reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the DRWC from the successful proposal or the contract resulting from it. The DRWC reserves the right not to enter into any contract with any respondent, with or without re-issue of the RFP, if the DRWC determines that such is in the DRWC's best interest.

Proposal Evaluation

Proposals that the DRWC determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the DRWC. The DRWC, in its sole discretion, may require any respondent to make one or more presentations of its proposal to the selection committee, either online or in DRWC offices, at no cost to the DRWC, addressing its ability to satisfy the requirements of this RFP. The DRWC shall not be required, however, to permit any respondent to make such a demonstration.

Cost to the DRWC is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The DRWC may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified respondent submitting the lowest price. The contract will be awarded to the respondent whose proposal the DRWC determines, in its sole discretion, is the most advantageous to the DRWC and in the DRWC's best interest.

The DRWC, in its sole discretion, may, but shall not be required to, reject without further consideration the proposal of any respondent that has not demonstrated, in the DRWC's sole judgment, that it satisfies the qualifications criteria provided in the RFP. The DRWC reserves the right, in its sole discretion and without notice to respondents, to modify this evaluation procedure as it may deem to be in the DRWC's interest.

Evaluation factors to be considered by the DRWC include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (a) The respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its proposal and determined by any other investigations conducted or information obtained by the DRWC
- (b) References provided by the respondent, particularly from projects of similar complexity and scope;
- (c) Superior ability or capacity to meet the particular requirements of contract and needs of the DRWC and those it serves
- (d) Superior prior experience of applicant and staff
- (e) Superior skill and reputation, including timeliness and demonstrable results
- (f) Administrative and operational efficiency, requiring less DRWC oversight and administration
- (g) Competitiveness of fee proposal
- (h) Meets qualification/prequalification requirements as set forth in this RFP
- (i) Inclusion of M/W/DSBE participation as prime contractors, subcontractors, joint venture partners and employees in respondent's proposal;

Any other factors the DRWC considers relevant to the evaluation of the proposal.

CONFIDENTIALITY, RESPONSIBILITY, AND DISCLOSURE RULES

Confidentiality and Public Disclosure

The successful applicant shall treat all information obtained from DRWC which is not generally available to the public as confidential and proprietary to DRWC. The successful applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful applicant agrees to indemnify and hold harmless DRWC, their officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful applicant or any person acquiring such information, directly or indirectly, from the successful applicant or through this RFP process.

By submission of a proposal, applicants acknowledge and agree that DRWC is subject to state and local disclosure laws and, as such, are legally obligated to disclose public documents, including proposals, to the extent required hereunder. Without limiting the foregoing sentence, DRWC's legal obligations shall not be limited or expanded in any way by an applicant's assertion of confidentiality and/or proprietary data.

Prime Provider/Contractor Responsibility:

The selected applicant will be required to assume responsibility for all services described in their proposals whether or not they provide the services directly. DRWC will consider the selected applicant as the sole point of contact with regard to contractual matters.

Disclosure of Proposal Contents:

Subject to the public disclosure requirements stated above, cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors. All material submitted as part of the RFP process becomes the property of DRWC and will only be returned at DRWC's option. Proposals submitted to DRWC may be reviewed and evaluated by any person other than competing vendors. DRWC retains the right to use any/all ideas presented in any reply to this RFP. Selection or rejection of a proposal does not affect this right.

Non-Discrimination:

The successful vendor, as a condition of accepting and executing a contract with DRWC through this RFP, agree to comply with all relevant sections of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, Section 504 of the Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act, hereby assuring that:

The provider agency does not and will not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, handicap or disability in providing services, programs or employment or in its relationship with other provider contractors.

MISCELLANEOUS:

DRWC reaffirm their right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest.

The successful applicant selected will perform a variety of duties as agreed upon in the final negotiated contract. The selected applicant and DRWC will finalize the contract terms and conditions. If DRWC and the selected applicant are unable to agree on terms and conditions, DRWC may exercise its right to negotiate with other eligible vendors.