

DELAWARE RIVER WATERFRONT CORPORATION

Delaware River Trail- Penn Treaty Park to the Battery Segment

Request for Proposals for Construction Services

DRWC
1/5/2026

100% CONSTRUCTION DOCUMENTS SPECIFICATIONS + BIDDING INSTRUCTIONS

PENN TREATY PARK TO THE BATTERY TRAIL
REQUEST FOR CONSTRUCTION PROPOSALS
TABLE OF CONTENTS

Bid Advertisement

Information for Bidders

- Part 1: General Information
- Part 2: Information Required from Bidders
- Part 3: Criteria for Selection
- Part 4: Bid Selection/Contract Award

Bidding Requirements

- Bid Form
- Bid Items
- Bid Summary
- Addenda/Signatures

Attachments

- A. Project Specifications
- B. Special Provisions
- C. Contract Documents
- D. Disclosure Forms

Construction Drawings

- A. 100% Base Construction Documents
- B. Proposed Construction Plan Modifications

BID ADVERTISEMENT

Request For Proposals

Project: Delaware River Trail: Penn Treaty Park to the Battery

DELAWARE RIVER WATERFRONT CORPORATION (DRWC) – INVITATION TO BID FOR THE CONSTRUCTION OF THAT CERTAIN PORTION OF THE CENTRAL DELAWARE WATERFRONT TRAIL CONNECTING THE PENN TREATY PARK TO THE BATTERY ALONG THE DELAWARE RIVER, PHILADELPHIA, PA (THE “TRAIL”). Bids are invited for the following Contract in connection with the construction of the Trail in accordance with plans and specifications prepared by NV5. **There will be a mandatory pre-bid meeting at the DRWC on January 12, 2026 at 3:00 PM EST (a representative of the contractor or a sub-contractor must attend the meeting). Additional questions regarding the project should be submitted to Katie Pitstick via email at kpitstick@drwc.org by 5:00 pm Friday, January, 16 2026. Responses to all questions will be distributed to all firms on a rolling basis or by 5:00 pm Tuesday, January 20, 2026. Bids will be received at: 121 N. Columbus Blvd., Philadelphia, PA. 19106 until 5:00 PM EST on Friday, January 23, 2026.** Bids will not be opened publicly. Each bid shall be accompanied by Bid Security in the form of either a certified check or a surety company’s Bid Bond in substantially the form contained in these materials and, in either case, in an amount of not less than 10% of the Total Base Contract Bid, which Bid Security shall be payable to the Delaware River Waterfront Corporation as payee or obligee.

Owner:

Delaware River Waterfront Corporation
121 N. Columbus Blvd.
Philadelphia, PA 19106
Attn: Mr. Joseph Forkin, VP for Operations & Development

Lead Architect:

NV5
27 Union Square West, 4th Floor
New York, NY 10003-3366

PART 1. GENERAL INFORMATION

- 1.1. **PURPOSE.** This request for proposal (RFP) sets forth the information and requirements for preparing and submitting to the Delaware River Waterfront Corporation (the "Corporation" or "DRWC") proposals for providing Construction Services to the Corporation. This RFP, with any bulletins, contains the only instructions governing the proposal and material to be included therein; a description of the service to be provided; requirements which must be satisfied to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

- 1.2. **ISSUING OFFICE.** The sole point of contact for the Corporation regarding the RFP is:

Mr. Joseph A. Forkin, Vice President for Operations and Development
Delaware River Waterfront Corporation
121 N. Columbus Boulevard
Philadelphia, PA 19106
Phone: (215) 629-3200

- 1.3. **PROJECT.** DRWC is a nonprofit corporation organized exclusively for the benefit of the City of Philadelphia and its citizens. DRWC acts as the steward of the Delaware River waterfront to provide a benefit to all of the citizens and visitors of the City. The fundamental purpose of DRWC is to design, develop and manage the central Delaware River waterfront in Philadelphia between Oregon and Allegheny Avenues. DRWC intends to transform the central Delaware River waterfront into a vibrant destination location for recreational, cultural, and commercial activities for the residents and visitors of Philadelphia. As part of its mission, the Corporation has been authorized and empowered by the City of Philadelphia (the City) to develop that certain portion of the central Delaware River Trail connecting the trail in Penn treaty Park to the trail behind the Battery along the Delaware River, Philadelphia, PA (hereinafter, the "Project").

The Corporation, among other purposes, is responsible to apply and disburse funds for the improvement of the Project; enter into, perform, monitor and enforce contracts and agreements with the City regarding the financing and completion of the Project; comment upon and approve plans and specifications for improvements to be constructed on the Project and monitor the completion of the construction of such improvements; and monitor compliance with respect to all its duties and obligations under the agreement with City.

In carrying out these responsibilities, the Corporation has deemed it appropriate to contract for the services of a contractor (the "Contractor") to work for and assist the Corporation to complete the Project. The Contractor will provide services during the construction phase period through the conclusion of the Project, a period intended to last approximately six (6) months.

- 1.4. **RESPONSIBILITY CONFLICTS.** The Contractor will be engaged by the Corporation and will not have any contractual relationship with DVRPC or any entities with which DVRPC contracts for financing or other services in connection with the Project.

- 1.5. **TYPE OF CONTRACT.** A contract entered into as a result of this RFP will be a cost of the work, plus a fee with a guaranteed maximum price (the "Construction Agreement"). The Corporation may negotiate with bidders whose proposals, as to price and other factors, are considered qualified, responsible and capable of performing the work required. The Construction Agreement shall be substantially in the form attached hereto and incorporated herein as Attachment A ("Form Construction Agreement").
- 1.6. **SELECTION/REJECTION.** The Corporation may select or reject any and all proposals, or may negotiate separately with competing proposers in accordance with Part 4 of this RFP.
- 1.7. **INCURRING COSTS.** The Corporation is not liable for any costs associated with the RFP incurred by proposers.
- 1.8. **MANDATORY SITE VISIT/PRE-PROPOSAL CONFERENCE.** Those interested in submitting an RFP must attend the conference at the Corporation's offices. The mandatory pre-proposal meeting (only one representative from either a contractor or sub-contractor needs to attend) will be held on JANUARY 12, 2026 at 3:00 pm. Pre-registration should be made by emailing Mr. Joseph A. Forkin at jforkin@drwc.org.
- 1.9. **AMENDMENTS.** Answers or modifications of the contents of the RFP are not official unless issued in writing by the Corporation. All revisions to the RFP will be made by written Bulletin. Such bulletins are the only binding revisions. Oral or informal communication are not considered binding.
- 1.10. **RESPONSE DATE.** To be considered, proposals must be received at the issuing office on or before FRIDAY, JANUARY 23 no later than 5:00 pm. Proposals must conform to the content and format requirements described in Part 2 of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as Section 2.7 to the proposal. Three (3) copies (hard copy) of the entire proposal must be submitted to the issuing office. One (1) copy is to be submitted in electronic format (flash drive). No other distribution is to be made by the proposer. Proposal must be signed by an official authorized to bind the proposer. The proposal must remain valid for no less than thirty (30) calendar days. Late or incomplete proposals will not be accepted regardless of the reason.
- 1.11. **ORAL PRESENTATION.** The Corporation may select from proposals received up to three (3) proposals for oral presentations to the Corporation, or a selection committee designated by the Corporation. The final selection of one (1) bidder, to provide construction services, must demonstrate that it is qualified and can devote the resources necessary to satisfy all contract requirements. A Best and Final Offer must be provided ten (10) days following the oral presentation. Proposers not selected will be notified by the Corporation.
- 1.12. **CONFIDENTIALITY.** Proposals will be held in confidence by the Corporation, except for the selected proposal. Proposals may be reviewed and evaluated by any person, other than competing proposers, at the discretion of the Corporation. Selection or rejection does not affect

that right. All material submitted to the Corporation with the proposal becomes property of the Corporation and will be returned to the proposer only at the Corporation's discretion.

- 1.13. **NEWS RELEASES.** News releases and media contacts regarding this project will be made by the Corporation only, unless the Corporation directs otherwise in specific instances.
- 1.14. **INSURANCE.** Corporation will require Contractor, its agents, employees and subcontractors to indemnify the Corporation, waive subrogation and provide insurance coverage types and limits in accordance with the requirements of the Form Construction Agreement. Without limiting the generality of the foregoing, Delaware River Waterfront Corporation, the Redevelopment Authority, the City of Philadelphia and the Commonwealth of Pennsylvania are to be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded to the above entities and their officers, employees, and agents as additional insureds will be primary to any other coverage available to them. Proposals shall be accompanied by an executed "Undertaking of Insurance" on a standard form provided by the bidder's insurance company stating such company's intention to provide insurance to the bidder in accordance with the insurance requirements of the Form Construction Agreement.
- 1.15. **SECURITY DEPOSIT.** Proposals shall be accompanied by a security deposit in the form of Bid Bond or Certified Check in the amount of ten (10%) percent of the Bid Sum, made out to DRWC. Proposals shall include the cost of the security deposit in the Bid Sum. After a bid has been accepted, security deposits will be returned to the unsuccessful bidders. The security deposit will be returned to the accepted bidder after delivery to DRWC of the required Performance and Payment Bond.
- 1.16. **SPECIFICATIONS.** Selected bidder also must be able to comply with the Project Specifications and Special Provisions attached hereto and incorporated herein as Attachment A ("Project Specifications") and Attachment B ("Special Provisions").

PART 2. INFORMATION REQUIRED FROM BIDDERS

Proposals must be submitted in the format outlined below on the form incorporated herein and attached hereto as Attachment C (the "Bid Form"). To be considered, the proposal must respond to all requirements. Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP and provide the desired services. Any information thought relevant, but not applicable to the enumerated categories, should be provided as Section 2-7, Additional Information to the Bid Form.

- 2.1. **PROJECT STATEMENT.** State in succinct terms your understanding of the scope of the Project and of the services required. Include a description of the proposed effort and the items and services to be provided.

- 2.2. **EXPERIENCE/QUALIFICATIONS.** Give specific and relevant information for up to three (3) publicly funded projects successfully completed by your firm, particularly those projects related to trail and/or waterfront areas. Describe the services provided and size of project. Give owner's name, contact person, telephone number and address for each project. Give number of years your firm has been in business providing construction services and how long with the current management and structure. If a joint venture or subcontract arrangement is proposed, give projects completed together in similar arrangement. Indicate work done by individuals who will be associated with this project. Submit a copy of the current financial statement for the company.
- 2.3. **PERSONNEL.** Indicate the number of executive, management, professional and other personnel who will be engaged in the services. Identify where these personnel will be physically located while engaged in the project. Indicate the responsibilities each will have and the length of time employed in this capacity with your firm. Include education and experience of each person relative to their responsibilities on this project including credentials.
- 2.4. **AVAILABLE RESOURCES.** Provide information showing resources and support you will bring to the project. Give size of firm with breakdown of employees by discipline. Indicate physical location and resources available in the Philadelphia area and other locations to support this Project. Specify other projects currently engaged in by your firm(s) to demonstrate that sufficient manpower and resources will be available for this Project.
- 2.5. **COST AND PRICE ANALYSIS.** This information is required to support the reasonableness of your proposal and establishing the compensation criteria of the selected proposer, and is for the internal use of the Corporation only. A sample spreadsheet is provided in the Bid Form. Your proposal should also include the types of items, at direct cost with no mark-up or multiplier, that would qualify as expenses to be reimbursed by the Corporation in accordance with Form Construction Agreement. The submitted pricing should be based on the 100% construction documents attached to this notice. In addition to this base bid, bidders should take a careful look at the attached addenda which reflect changes to the base bid that are still in design. Bidders should also include an order of magnitude estimate for pricing those changes and include it as an allowance in their bids. DRWC and its designers will work with the selected contractor as the final designs for the selected areas are finalized. Please note: all unit prices specified in responses should remain in effect for the redesigned project elements when those designs are finalized.

PART 3. CRITERIA FOR SELECTION

- 3.1. **BID REVIEW.** All proposals received will be reviewed and evaluated by the Corporation or a committee selected by the Corporation. This committee will recommend for selection the Contractor which most closely meets the requirements of the RFP and satisfies Corporation needs. The Contractor should have qualifications and knowledge in all facets of the Project.

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

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

- 3.3 **AREAS OF CONSIDERATION.** Evaluation factors to be considered by the Corporation 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. UNDERSTANDING THE PROJECT: This refers to an understanding of the needs that generated the RFP, the objectives in asking for the services and the nature and scope of the work involved.
- B. BIDDER'S QUALIFICATIONS: This refers to the ability of the bidder to meet the terms of the RFP, financially and technically, especially ability to comply with the Project Specifications and the time constraint as evidenced by the quality, relevancy, and recentness of other projects completed by the Contractor. References provided by the bidder, particularly from projects of similar complexity and scope are relevant.
- C. PERSONNEL QUALIFICATIONS: This refers to the competence of personnel who would be assigned to the Project. Qualifications of personnel will be measured by experience and education, with particular reference to experience in services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.
- D. SOUNDNESS OF APPROACH: Emphasis here is on the techniques, sequence and relationships of major steps, and methods for managing the service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it meets the Corporation's objectives.
- E. AVAILABLE RESOURCES: This refers to the Contractor's financial ability, physical presence, manpower and other resources available to support the Project.
- F. M/W/DSBE PARTICIPATION. Meeting or exceeding the Corporation's goals for equal opportunity participation as prime contractors, subcontractors or joint venture partners in bidder's proposal, workforce diversity and use of M/W/DSBEs as vendors.

- G. COST: Project cost is of paramount importance.

PART 4. BID SELECTION/CONTRACT AWARD

- 4.1. **ACCEPTANCE OF OFFER.** The Corporation reserves the right to accept or reject any or all offers. Proposals will be reviewed to determine which one represents the greatest value, price and other factors referenced above. After acceptance, the Corporation will issue to the accepted bidder a written letter of Contract Award. Notwithstanding delay in the preparation and execution of the Construction Agreement (using the Form Construction Agreement attached hereto), accepted bidder shall be prepared, upon written Notice to Proceed, to commence work within thirty days following receipt of official written order of the Corporation to proceed, or on date stipulated in such order. The accepted bidder shall assist and cooperate with the Corporation to prepare the Construction Agreement, and within 7 days following its presentation shall execute Construction Agreement and return it to the Owner.
- 4.2 **RESERVATIONS.** The Corporation 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 Invitation to Bid, the bidder does not meet the qualifications set forth in the Invitation to Bid, 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 bidders 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 bidder 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 bidder;
 - 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 Invitation to Bid;

- F. To waive any informality, defect, non-responsiveness and/or deviation from this Invitation to Bid 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 bidders following proposal submission;
- H. To request that some or all of the bidders modify proposals based upon the DRWC's review and evaluation;
- I. To request additional or clarifying information or more detailed information from any bidder at any time, before or after proposal submission, including information inadvertently omitted by the bidder;
- J. To inspect and otherwise investigate projects performed by the bidder, whether or not referenced in the proposal, with or without the consent of or notice to the bidder;
- K. To conduct such investigations with respect to the financial, technical, and other qualifications of each bidder 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 bidder's qualifications.

4.3 **CONTRACT NEGOTIATION AND AWARD.** The Corporation 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 Corporation reserves the right to enter into post-submission negotiations and discussions with any one or more bidders 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 bidders or negotiate with individual bidders seriatim. Negotiations with bidders may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the Invitation to Bid and the submitted proposals. In such event, the DRWC shall not be obligated to inform other bidders 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 bidder(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 bidders; to enter into negotiations with firms that did not respond to this Invitation to Bid and/or to solicit new proposals from firms that did not respond to this Invitation to Bid, 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 bidder, with or without re-issue of the Invitation to Bid, if the DRWC determines that such is in the DRWC's best interest.

Bidding Requirements

BID FORM

To: Delaware River Waterfront Corporation
121 N Columbus Blvd
Philadelphia, PA 19106
Attn: Ms. Katie Pitstick, PLA Landscape Architect/Project Manager

Project: Penn Treaty Park to the Battery Trail

Date: _____

Submitted by: _____
(full name)

(full address): _____

OFFER

Having examined the Place of Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the NV5 for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Lump Sum listed in this bid form in lawful money of the United States of America.

We have included the bid security as required by the Instruction to Bidders.

All applicable federal, state, and local taxes are included in the Unit Prices.

ACCEPTANCE

This offer shall be open to acceptance for thirty days from the bid closing date.

If this bid is accepted by the Owner within the time period state above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award;
- Furnish the required bonds and proof of insurance within seven days of receipt of Notice of Award;
- Commence work within thirty days after written Notice to Proceed;
- All work to be completed in this contract shall be completed within 8 months or 240 calendar days.

If this bid is accepted within the time stated, and we fail to commence the work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this bid is accepted, we will complete the work in _____ (_____) calendar weeks from Notice to Proceed.

