



PHILADELPHIA REDEVELOPMENT
AUTHORITY

REQUEST FOR PROPOSALS

**PROJECT CONSTRUCTION MANAGEMENT
& OWNERS REPRESENTATIVE SERVICES**

AUGUST 1, 2017

Contract Opportunity for

PROJECT CONSTRUCTION MANAGEMENT & OWNERS REPRESENTATIVE SERVICES

Table of Contents

1. Introduction
2. Scope of Work
3. Schedule
4. Proposal Requirements
5. Evaluation/Selection
6. Declarations and Other Information
7. Application Process

Attachments:

- a. Philadelphia Tax Status Certification and Conflict of Interest Form
- b. Campaign Disclosure Forms
- c. City of Philadelphia and the Philadelphia Redevelopment Authority Insurance Requirements
- d. Certified Copy – City Council Ordinance Bill No. 170559-A
- e. City of Philadelphia Professional Services Contract General Provisions for General Consultant Services

1. Introduction

The Philadelphia Redevelopment Authority (herein, the "PRA"), as agent for the City of Philadelphia (herein, the "City"), invites competitive proposals for individuals and/or Project and Construction Management firms with a demonstrated history of successful completion of large-scale, local projects. The selected **Project Construction Management & Owners Representative individual and/or firm (hereafter "Consultant") will provide services** to the City and PRA with respect to the rehabilitation/development of 400 N. Broad Street (the "Broad Street Parcel") and 1501 Callowhill Street (the "Callowhill Street Parcel", the Broad Street Parcel and the Callowhill Street Parcel, together, the "Parcels").

The project is being developed by 400 North Broad Partners, L.P. ("Landlord") and will be delivered as a turnkey project for the City to occupy. Landlord will be performing the rehabilitation/development of the Parcels (herein, the "Project") and Consultant is being sought to represent the City with the oversight, analysis and monitoring of construction in accordance with the scope of work set forth below. The Broad Street parcel contains approximately 468,234 rentable square feet which is anticipated to be developed for use by the Philadelphia Police Department, with various operational, administrative and accessory offices including, but not limited to, the City morgue and toxicology lab, and City Fire Department offices including the City Fire Command Center. The Callowhill Street Parcel is currently striped for 590 standard automobile parking stalls and will continue to be used for parking.

It is anticipated that once complete the City will sublease the Parcels from the Philadelphia Authority for Industrial Development ("PAID"), who will be the prime tenant under a master lease with the Landlord. The project timeline is anticipated at about 36 months, with preconstruction already underway and construction commencing in spring 2018. The total construction cost is approximately \$190 million. Landlord will be responsible for engaging and managing all architecture/engineering and construction contractors. The form of construction contract is anticipated to be guaranteed maximum price (GMP). For further information please see Attachment D – Certified Copy of City Council Ordinance.

Proposals will be reviewed to determine the most responsive proposal in accordance with the evaluation/selection criteria listed below.

2. Scope of Work

The PRA, acting as agent for the City, invites competitive proposals from qualified and experienced firms and/or individuals for the scope of work outlined below. The construction is due to commence in spring of 2018; however, Consultant is needed to start immediately to represent the City's interest in the predevelopment stage of the project. The 36-month timeline is the full anticipated timeline for the project, including preconstruction and construction. The selected firm and/or individual will assist the City and PRA in overseeing the design and construction of the Project, with construction work starting immediately upon City approval of the final plans. The Project is being built using the 2009 International Code incorporating local and state amendments as well as the 2003 ANSI A-117.1 Standard.

Construction Management & Owners Representative services include:

A. Design Phase/Pre-Construction Services

1. Design Coordination. Attend and represent the City at site meetings, user meetings, and City coordination meetings to facilitate the project and ensure adherence to the facility design as established by the City.

2. Constructability Review. Review architectural drawings, structural, mechanical & electrical plans and details, including the project manual; coordinate and reconcile comments with the architectural team. If necessary recommend alternate solutions.

3. Cost Estimating Services. Monitor the Project and ensure compliance of the Project with the City's Project budget. Provide cost estimating services for the Project with respect to schematic design, design development, and construction documents.

4. Value Engineering Review. Coordinate a value engineering review process during the design development phase of the Project.

5. Scheduling Services. Assist with the development of an aggressive, yet realistic, schedule from design through to construction completion. Monitor architectural team to ensure that construction documents will be completed within a timely fashion. Assist with and monitor the development of Project construction phase schedules.

B. On-Site Construction Management

1. Document Review. Review construction-related documents in preparation of weekly construction progress inspections, memorialized in a Project Document Review Report. The documents are to be reviewed in order to understand the Project; they are not to be reviewed for compliance with codes or other legal requirements. The review will include, but will not be limited to, the following:

- a. Directory of development team, including design consultants and sub-contractors;
- b. Drawings: including site, architectural, structural, mechanical, electric, plumbing, fire protection, landscaping, and life safety;
- c. Project manual/specifications;
- d. Approved control cost estimate;
- e. Current construction schedule;
- f. Approvals and permits, including zoning, stormwater management, and building permits;
- g. Executed Construction Manager contract (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions); and

Other documents that may be reviewed, as deemed necessary in the professional judgment of the Consultant, include the following:

- a. Property survey;
- b. Geo-technical/soils report;

- c. Floodplain map delineation;
- d. Utility Agreements, 'Will Serve Letters' from Electric, Gas, Water, Sewer, and Telephone suppliers;
- e. Executed Architects' contracts;
- f. Architect's Qualification Statement (AIA B431);
- g. Architect's Certification: certification that work complies with all applicable codes, including energy conservation and ADA guidelines;
- h. Executed Sub-Contractor contracts (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions);
- i. Construction Manager/Sub-Contractor Qualification Statements (AIA A303), as applicable; and
- j. Construction Manager/Sub-Contractor's surety bonds (carrier, total bonding capacity, and amount of uncommitted capacity).

2. Daily Project Inspections. The Consultant shall perform daily site visits, which shall include inspection of the Project, and provide a report on each visit throughout the entire construction period, estimated at thirty-six (36) months. Tasks associated with monthly inspections include the following:

- a. Attend draw meetings;
- b. Perform on-site observation of the construction with the representative(s) of the Construction Manager and Owner to evaluate the standard of workmanship and generally compare the status of work completed to-date to the status of work as reflected in the draw request;
- c. Review and determine the adequacy and accuracy of draw requests and supporting submissions (one request per month);
- d. Monitor and review requests for and approval of change orders, and review Construction Manager/Owner analysis of associated budget impacts. Provide copies of approved change orders, and provide summaries of change order requests; their impacts on scope, budget and schedule; and their approval status;
- e. Based on the original itemized cost breakdown and any approved change orders, estimate the percentage of work in place during each successive site visit. The Consultant will use either a predetermined stage draw system or a percentage of completion review in developing these estimates;
- f. Provide general statements as to whether or not in-place materials, workmanship and physical construction are in substantial compliance with the construction documents;
- g. Using the beginning Project schedule, compare actual progress to that originally planned. Report on requests for time extensions, status of extension requests, and changes to key milestone dates;
- h. Ensure quality construction standards and the use of proper construction techniques are being used and provided by the construction team;
- i. Alert the City and PRA to any pending, known or proposed changes, conditions, or other circumstances affecting the construction scope, budget or schedule, including unanticipated site contamination and remediation requirements;
- j. Alert the City and PRA to any pending, known or proposed noncompliance with applicable building codes, the issued building permits for the Project, or other applicable legal requirements that are observed by, or come to the attention of, the Consultant;

- k. Provide progress photographs recording key observations within the current reporting period (including a minimum of six pictures per week);
- l. All site visits will be summarized in a weekly report sufficient in detail to provide the City and PRA with an accurate description of the progress observed. Any pertinent reports made by other inspectors, especially those conducting inspections for treatment of hazardous materials, shall be copied and attached by the Consultant to its report;
- m. In the event that Consultant discovers significant scope, cost or quality differences between actual progress and approved construction-related documents during any on-site visit, Consultant will, via telephone or e-mail, advise the City and PRA on the day of the inspection of such items, and will document such variances in Consultant's report; and
- n. In the event that Consultant becomes aware of any unanticipated site contamination or other environmental factors issues that may result in changes to Project scope, budget, or schedule, Inspector will, via telephone or e-mail, advise the City and PRA on the day of the inspection of such items, and will document such variances in Inspector's report.

3. Oversight and Deliverables. Oversight for Consultant will be provided by PRA and the City and each entity will assign a primary point of contact. The Consultant shall provide one "hard" copy of all deliverables to PRA and the City. All deliverables shall also be provided electronically, via e-mail where possible.

C. General Responsibilities.

- 1. Develop a good working relationship with design team, contractors and subcontractors and City;
- 2. Analyze, manage and mitigate current or potential problems and risks;
- 3. Attend all Project and end user meetings and report findings/results to City and PRA;
- 4. Attend City and PRA meetings and be generally available by telephone or email regarding the Project; and
- 5. Prepare internal and external reports pertaining to Project status as requested by the City.

3. Schedule

The timeline for this Contract Opportunity is as follows:

Event	Date
Notice of Contract Opportunity Posted	8/1/2017
Mandatory Pre-bid Meeting	8/11/2017, 9:00AM PRA Conference Room 1234 Market Street 16 th Floor
Questions and/or Requests for Additional Information Due (All questions and answers will be publicly posted on PRA's website)	8/18/2017, 3:00 PM
Proposals Due	9/1/2017, 3:00 PM

Respondent(s) Selected*	9/8/2017
Contract Executed*	9/15/2017

*These dates are estimates only and the PRA reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

4. Proposal Requirements

There is a mandatory pre-bid meeting on Friday, August 11th at 9:00 AM in PRA's conference room (1234 Market Street, 16th Floor).

Please provide a proposal for all required professional services outlined in the scope of work, including a staffing plan, if submitted by a firm, with associated hourly rates and a total cost for services in the following format:

1. **Cover letter.** Please provide a cover letter no more than two (2) pages in length specifying the name of your firm, name of key individual(s) involved, the not-to-exceed cost proposed, and whether your firm is a certified M/W/DBE and/or a local business entity (LBE).
2. **Personnel.** Provide resumes of key individual(s). If proposal is submitted by a firm, identify staff to be assigned and certify immediate availability for the requested design/pre-construction phase services. Provide evidence of successful completion of comparable projects. Indicate experience of the cost estimating and scheduling on similar projects.
3. **Approach to Project Delivery.** Describe your approach to providing the Services elements described above, and strategies that make you qualified to best perform these services. Indicate your approach to providing these services in the most cost-effective manner possible. Indicate local projects where you or our firm has successfully monitored project costs to meet budget.
4. **Fee for Services.** Provide a lump sum, not-to-exceed (NTE), fee proposal. Provide as much detail as possible to substantiate this fee proposal including hourly rates of individual(s) the estimated hours required to complete the process tasks, and a total other cost items included in your proposal. Include costs relating to all meetings, staff time, coordination, deliverables, and all required project expenses in your total cost proposal. It is anticipated that the selected Consultant will be based in the Philadelphia region, and so travel to and from the job site and other local meetings will not be considered an eligible cost.
5. **Economic Inclusion.** Please provide a narrative describing applicant's past performance in engaging certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE) in subcontracting and in procuring goods and services. In addition please describe the applicant's past performance in hiring diverse workforce, both in-house and with subcontractors.
6. **Declarations and Other Information.** Proposal must also include the completed forms identified below in **Section 6**.

Note: if proposal is submitted by a firm, a "key person" provision or provisions will be included in the ultimate contract identifying the individual or individuals who will have primary responsibility under such contract and the ability to terminate such contract in the event such individual or individuals are no longer employed with the firm or no longer will have primary responsibility under the contract for any reason. An example of such provision is as follows:

During the Term, _____ shall be primarily responsible for [Firm's] activities under this Agreement. Notwithstanding the foregoing, it is understood and agreed that _____ may delegate day-to-day responsibilities to other employees of [Firm] provided _____ remains primarily responsible for the activities and services provided by [Firm]. Notwithstanding anything to the contrary contained herein, in the event that _____ shall cease to be employed by [Firm] or shall cease to be primarily responsible for [Firm]'s activities hereunder ("Key-Person Event"), City/PRA shall have the right to terminate this agreement effective upon the date of notice to [Firm] of such Key-Person Event.

5. Evaluation/Selection

PRA intends to award a contract to the applicant who best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner. The successful respondent will be willing to execute and work pursuant to PRA's contract terms and conditions, which include – without limitation – non-discrimination requirements, indemnification of the PRA and City, insurance coverage and cost principles. The PRA reserves the right not to award contracts as a result of this RFP, or to award contracts for part of this scope.

The PRA will be guided by the following criteria in making a selection for award, and will use its professional judgment in determining which respondent best serves the interests of the City and PRA:

- Superior ability or capacity to meet particular requirements of this contract opportunity and needs of the City and PRA.
- Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
- Competence and proven track record working with private sector, governments and development organizations.
- Overall costs.
- Administrative and operational efficiency, requiring less City and PRA oversight and administration. Accessibility of the consultants to the City and PRA.
- Demonstrated ability to meet timelines and milestones.
- Economic inclusion in contracting and workforce.
- Eligibility under Philadelphia Code provisions relating to campaign contributions.
- Compliance with City and PRA standards for contracting, such as indemnification and non-discrimination.
- Any other factors the PRA considers relevant to the evaluation of the responses from applicants.

6. Declarations and Other Information

Economic Inclusion: The PRA strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If applicant is a Certified M/W/DBE, defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE); please submit information to confirm Certification as part of bid proposal.

Tax Clearance and Conflict of Interest Form: Respondents, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual applicant and the applicant's firm and neither is currently indebted to the City; will at any time during the term of the agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment A) and submit it with your proposal.

Campaign Contribution Disclosure Forms: Please complete the applicable disclosure forms (Attachment B) and submit with your proposal.

Insurance Requirements: Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment C with your proposal. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so and the PRA will consider any deviations from the insurance requirements on a case-by-case basis.

City of Philadelphia Professional Services Contract General Provisions for General Consultant Services: The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services (Attachment E) will apply to any contract awarded pursuant to this RFP.

Reservation of Rights: By submitting a proposal in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PRA may exercise in its sole discretion the following rights; and (iii) the PRA may exercise the following rights at any time and without notice to any Applicant.

1. to reject any and all proposals;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new proposals;
6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;

12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
13. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
15. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PRA; and
16. each Applicant agrees to indemnify, protect and hold harmless the City and PRA from any and all losses, injuries, expenses, demands and claims against the PRA or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

7. Application Process

Applicants must submit proposals **no later than September 1, 2017, at 3:00 PM**; absolutely no proposals will be accepted after that time. An applicant, whether an individual, partnership, LLC, non-profit, for profit or other business entity, may submit only one response to this RFP. Individuals that are related to each other or business entities that are legally related to each other or to a common entity may not submit separate proposals. The Authority, in its sole and absolute discretion, retains the right to reject any proposal where: 1) applicants or principals of applicants are substantially similar or substantially related parties; or 2) the Authority has determined that the applicant has violated these conditions or the spirit of these conditions.

Proposal submission will be accepted as follows:

1. **Online Submission** – via PRA’s website (<http://www.philadelphiaredevelopmentauthority.org>);

or

2. **Hard Copy Submission** – **Submit 3 original copies of the proposal and one electronic copy on a USB Flash Drive to the PRA** via hand delivery or registered mail. Files on the USB Flash Drive may only be in Microsoft Word or Adobe PDF. Applicants may hand deliver or send proposals via registered mail to:

Robert LaBrum
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Phone: 215-854-6500

Contact for Additional Information

All questions and requests for additional information should be directed in writing to Robert Labrum at Robert.LaBrum@pra.phila.gov. Questions will only be accepted until August 18, 2017 at 3:00PM. Questions and/or requests for additional information and the PRA's responses to them will be posted on the PRA website.

NOTICE: The Philadelphia Redevelopment Authority is subject to the Pennsylvania Right to Know Law. Any information provided in your response to this Request for Proposals may be subject to disclosure to the public.