



PHILADELPHIA REDEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

PROJECT CONSTRUCTION MANAGEMENT & OWNERS REPRESENTATIVE SERVICES

For the Construction of Biosafety Level 2 & 3 Laboratories & Pharmaceutical Offices
Constitution Health Plaza (1930 S. Broad Street)

May 12, 2021

Contract Opportunity for

PROJECT CONSTRUCTION MANAGEMENT & OWNERS REPRESENTATIVE SERVICES

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**PROJECT CONSTRUCTION MANAGEMENT & OWNERS REPRESENTATIVE SERVICES
For the Construction of Biosafety Level 2 & 3 Laboratories & Pharmaceutical Offices**

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 renovation of the second floor office space at the Constitution Health Plaza located at 1930 South Broad Street (the "CHP").

The project is being developed by St. Agnes MOB, LLC. ("Landlord") and will be delivered as a turnkey project for the City to occupy. Landlord will be performing the renovations (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 space contains approximately 20,000 rentable square feet which is anticipated to be developed for use by the Philadelphia Public Health Department, with various laboratories, and related administrative offices. These will include BSL-2 and BSL-3 Labs. The Pharmaceutical administrative offices and main Pharmacy will also be part of the project space.

It is anticipated that once complete the City will be the tenant under a master lease with the Landlord. The project timeline is anticipated at about 8 months, with preconstruction activities already underway and construction commencing in summer 2021. The total construction cost is approximately under \$17 million. Landlord will be responsible for engaging and managing all architecture/engineering and construction contractors. The form of construction contract is anticipated to be a lump sum bid.

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

Relationship of PRA to PHDC

In July 2019, PRA and the Philadelphia Land Bank merged with the Philadelphia Housing Development Corporation ("PHDC")—combining staffs and making PHDC the public-facing brand. Although the PRA still exists and operates to achieve its statutory purpose, its work is carried out by the staff of PHDC. Although the PRA is the City's agent for this RFP, the RFP is being posted on PHDC's website.

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 summer of 2021; however, Consultant is needed to start immediately to represent the City's interest in the preconstruction stage of the project. The 8-month timeline is the full anticipated timeline for the project, including construction and commissioning. The selected firm and/or individual will assist the City and PRA in overseeing the construction and commissioning of the Project, with construction work starting immediately upon City approval of the bids. The Project is being built using the 2018 International Code incorporating local and state amendments as well as the 2017 ANSI A-117.1 Standard.

Construction Management & Owners Representative services include:

Note: The Design Phase is complete, and it is intended that bids will be received early summer 2021.

A. 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 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, State Department of Health, and building permits; and
- g. Executed Construction Contractor contract (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions).

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

- a. Property survey;
- b. Existing property plans;
- c. Utility Agreements, 'Will Serve Letters' from Electric, Gas, Water, Sewer, and Telephone suppliers;
- d. Executed Architects' contracts;
- e. Architect's Qualification Statement (AIA B431);
- f. Architect's Certification: certification that work complies with all applicable codes, including energy conservation and ADA guidelines;
- g. Executed Sub-Contractor contracts (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions);
- h. Construction Manager/Sub-Contractor Qualification Statements (AIA A303), as applicable; and
- i. 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 eight (8) months. Tasks associated with monthly inspections include the following:

- a. Attend contractor application for payment (draw) meetings;
- b. Perform on-site observation of the construction with the representative(s) of the Construction Contractor 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 Contractor/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.

B. 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. Review log, track, maintain and distribute submittals, i.e. shop drawings, schedules, bulletins, rfi's
4. Schedule, host and conduct all Project and end user meetings and report findings/results to City and PRA;
5. Attend City and PRA meetings and be generally available by telephone or email regarding the Project;
6. Prepare internal and external reports pertaining to Project status as requested by the City.
7. Host and maintain software program for the issuance and distribution of all project data such as but not limited to architectural bulletins, request for information, submittals, transmittals, meeting notes.
8. Coordinate all FF&E not provided in the base construction contract. FF&E for office furniture will be procured from a citywide contract.

C. Required Experience of Personnel

1. Laboratory project experience,
 - BSL-2 & 3 project experience
2. Facility infrastructure experience,
3. Healthcare facility experience,
 - *Experience in active healthcare facility with ongoing operations in a multi-tenant building*
4. Construction experience in city environments,
5. Coordination experience with Philadelphia utility groups,
6. Experience with MBE/WBE project requirements,
7. Experience with project coordination and requirements from PA Department of Health.

D. Consultant Rates

Provide hourly rates for the following:

1. Daily Project Manager (full time)
2. General Inspector (as stand-in when Project Manager is unavailable – part-time)
3. Scheduler – For review of monthly schedule and cost impact analysis (if required - part time)
4. Estimator – For review of change orders and additional services proposals (if required – part time)

E. Basic Facts

1. The project is not required or registered for LEED Certification – property is privately owned.
2. The project does not require Percent for Art – property is privately owned.
3. Plans and spec will be made available to the successful finalist.

4. There is not requirement for BIM modeling for future maintenance.
5. Special Inspections will be retained directly by the City and coordinated by the Consultant.
6. 12-month schedule includes construction phase, close-out and commissioning stages adds two (2) additional months.
7. Consultant will be responsible for coordinating close-out i.e. reconciling budgets, collecting and transmitting warranties, as-builts, inspection reports, keys, attic stock, etc.
8. Consultant is required to maintain a daily presence and carry out daily inspections. Consultant does not need to be housed on-site, however PRA or City will provide a cubicle in its offices if desired by Consultant.
9. All services outside of the turnkey construction i.e. IT integration, VD cabling, audio visual, security, furniture etc. shall be coordinated with the assistance of the consultant.

3. Schedule

The timeline for this Contract Opportunity is as follows:

Event	Date
Notice of Contract Opportunity Posted	5/12/2021
Mandatory Pre-proposal Meeting	5/17/2021, 10:00AM, Zoom Conferencing
Questions and/or Requests for Additional Information Due	5/20/2021, 3:00 PM
Proposals Due	5/27/2021, 3:00 PM
Respondent(s) Selected*	5/28/2021
PRA Board Approval*	6/9/2021
Contract Executed*	June 2021
NTP*	July 1, 2021

*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. Application Process

Applicants must submit proposals **no later than May 27, 2021, 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

Responses will only be accepted through an Online Submission – via the electronic portal on PHDC's website: <http://www.phdcphila.org>;

5. Proposal Requirements

- A. There is a mandatory pre-bid meeting on **Monday, May 17th at 10:00 AM** via Zoom video Conferencing, contact james.lowe@phila.gov for the link.
- B. PRA will accept questions and requests for additional information directed in writing to RFP@phdc.phila.gov up to **3:00 PM on May 20, 2021**. Questions, responses, and additional information will be posted on PHDC's Website within **3 business days** of this date.
- C. 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:
 - a. **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 proposal, and whether your firm is a certified M/W/DBE and/or a local business entity (LBE).
 - b. **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. (Personnel must have experience working on BSL-3 Labs within the past year)
 - c. **Approach to Project Delivery.** Describe your approach to providing the Services 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.
 - d. **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.
 - e. **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.
 - f. **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.

6. 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.

7. 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. Please complete the Economic Opportunity Plan (EOP) (Attachment E) and submit it with your 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 D) 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.

- a. to reject any and all proposals;
- b. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- c. to cancel this RFP with or without issuing another RFP;
- d. to extend the time period for responding to this RFP;
- e. to solicit new proposals;
- f. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
- g. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
- h. to negotiate any aspect of a proposal, including price;

- i. to terminate negotiations regarding any and all proposals at any time;
- j. to expressly waive any defect or technicality in any proposal;
- k. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;
- l. 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;
- m. 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;
- n. 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;
- o. 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
- p. 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.

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.